

REGULAR, 3/9/2015 1:30:00 PM

BE IT REMEMBERED that on March 09, 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
March 09, 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
March 09, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **09th** day of **March 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:

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

PURCHASING:

1. Receive and file bid for (IFB 15-001/JW), Re-bid Sale of Law Books.

SEE ATTACHMENTS ON PAGES 14 - 17

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve specifications for (RFP 15-004/JW), Food Service for Jefferson County Correctional Facility.

SEE ATTACHMENTS ON PAGES 18 - 64

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

3. Consider and approve specifications for (RFP 15-005/JW), Operations Assessment for Ford Park Event Center (Jefferson County).

SEE ATTACHMENTS ON PAGES 65 - 100

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

4. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 15-001/JW), Re-bid Sale of Law Books with Renick Law Firm, PLLC, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 101 - 102 & 103

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
March 09, 2015

5. Consider and approve, execute, receive and file a renewal for (IFB 14-010/JW), Term Contract for Armored Car Services for Jefferson County with Rochester Armored Car Co. for the first additional one (1) year renewal from April 20, 2015 to April 19, 2016.

SEE ATTACHMENTS ON PAGES ~~103--103~~-----

Motion by: Commissioner Weaver 332
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

6. Consider and approve, execute, receive and file a renewal for (IFB 12-010/KJS), Term Contract for Crushed Slag & Asphalt Products for Jefferson County with Martin Asphalt Company for a third additional one (1) year renewal from April 27, 2015 to April 26, 2016.

SEE ATTACHMENTS ON PAGES 104 - 104

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

7. Consider and approve price increases for (IFB 14-032/JW), Term Contract for Paper Stock and Envelopes for Jefferson County with Olmsted-Kirk Paper Company. Proposed price increases due to increased manufacturing costs are shown on Attachment B.

SEE ATTACHMENTS ON PAGES 105 - 109

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

Notice of Meeting and Agenda and Minutes
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8. Consider and approve a contract amendment for (IFB 10-39/KJS), Term Contract for Trash Container Service for Jefferson County. This amendment will assign biomedical waste container service to Excel Medical Waste Management, the vendor that has purchased the biomedical waste division of Waste Management. Proposed price decreases are shown on Attachment C.

SEE ATTACHMENTS ON PAGES 110 - 117

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

9. Consider and approve, execute, receive and file Change Order No. 3 for (IFB 13-022/KJS), Re-bid Drainage District No. 7 of the County of Jefferson, Texas, Hurricane Ike/Dolly Round 1 Critical Infrastructure Project Disaster Recovery Division, Drainage District No. 7 Ditch Main B Diversion (funded by Round 1 TDRA Grant Administered by The General Land Office of the State of Texas) w/ MK CONSTRUCTORS, for the addition of one (1) 60" ADS RCP Adapter/Coupler and 40 linear feet of 60" ADS N-12 pipe to extend the existing 60" RCP; installation of four (4) new concrete wingwalls at the four corners of the bridge to prevent water runoff from eroding/undermining the concrete retaining wall and bridge abutments; and installation of 150 linear feet of T631 LS galvanized traffic rail with buffer end sections on the new bridge for an increase of \$74,471.00 and 45 additional working days, bringing the total contract amount from \$3,041,600.00 up to \$3,116,071.00 and from 217 working days to 262 working days.

SEE ATTACHMENTS ON PAGES 118 - 121

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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10. Consider and approve Second Amendment to Tower Lease agreement with Crown Communication LLC, for the Texas Pine Island Tower Site which modifies expiration date to 06/30/2024.

SEE ATTACHMENTS ON PAGES 122 - 124

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 125 - 127

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

12. Consider and possibly authorize the County Judge to execute, receive and file a change Order for necessary work to complete the Table Fish Pass Baffle.

Action: NONE

ADDENDUMS

13. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 14-045/JW), Keith Lake Fish Pass Baffle with Shirley & Sons Construction Co., Inc. for an increase in the amount of \$376,774.00 for the placement of 1,460 tons of armor stone along the channel through the baffle, bringing the contract total from \$2,437,349.74 up to \$2,814,123.74. This change order will not change the number of contract days for this project.

SEE ATTACHMENTS ON PAGES 128 - 128

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AIRPORT:

14. Consider, possibly approve, and authorize the County Judge to execute an Office Lease between Jefferson County and Heli-Works, LLC for office space at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 129 - 140

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

15. Consider, possibly approve, and authorize the County Judge to execute an Office Lease Renewal between Jefferson County and TSA for office space at Jack Brooks Regional Airport Commercial Terminal.

SEE ATTACHMENTS ON PAGES 141 - 145

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

16. Consider and approve budget amendment - Road & Bridge, Precinct 2 - additional cost to update gas lines to code.

112-0205-431-4009	BUILDINGS AND GROUNDS	\$4,810.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$4,810.00

SEE ATTACHMENTS ON PAGES 146 - 148

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

17. Consider and approve budget amendment - MIS - purchase of core router.

120-1025-415-6002	COMPUTER EQUIPMENT	\$36,803.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$36,803.00

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SEE ATTACHMENTS ON PAGES 149 - 149

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

18. Consider and approve budget transfer - District Clerk - additional cost for phone and network cabling.

120-2031-414-4011	EQUIPMENT- MISCELLANEOUS	\$3,360.00	
120-2031-414-1002	ASSISTANTS & CLERKS		\$3,360.00

SEE ATTACHMENTS ON PAGES 150 - 150

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

19. Consider and approve budget transfer - District Clerk - additional cost for travel.

120-2031-414-5062	TRAVEL EXPENSE	\$4,500.00	
120-2031-414-1002	ASSISTANTS & CLERKS		\$4,500.00

SEE ATTACHMENTS ON PAGES 151 - 151

Action: TABLED

20. Consider and approve budget transfer - 279th District Court - replacement of two computers.

120-2038-412-6002	COMPUTER EQUIPMENT	\$3,000.00	
120-2038-412-5079	JUVENILE ATTORNEY FEES		\$3,000.00

SEE ATTACHMENTS ON PAGES 152 - 152

Action: TABLED

21. Consider and approve budget transfer - Constable, Precinct 4 - replacement of computer.

120-3068-425-6002	COMPUTER EQUIPMENT	\$1,500.00	
120-3068-425-1005	EXTRA HELP		\$1,500.00

SEE ATTACHMENTS ON PAGES 153 - 153

Action: TABLED

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22. Consider and approve budget transfer - Constable, Precinct 6 - additional cost for travel.

120-3070-425-5062	TRAVEL EXPENSE	\$8,500.00	
120-3070-425-1098	OVERTIME ALLOWANCE		\$8,500.00

SEE ATTACHMENTS ON PAGES 154 - 154

Action: TABLED

23. Consider and approve budget amendment - Port Arthur Maintenance - replacement of truck.

120-6084-416-6007	AUTOMOBILES	\$21,584.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$21,584.00

SEE ATTACHMENTS ON PAGES 155 - 156

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

24. Receive and file Financial Statement for the Texas Juvenile Justice Department Grant Funds for the Year Ended August 31, 2014.

SEE ATTACHMENTS ON PAGES 157 - 180

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

25. Regular County Bills - check #404183 through check #404479 (3/2/2015) and check #404480 through check #404700 (3/9/2015.)

SEE ATTACHMENTS ON PAGES 181 - 201

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY CLERK:

26. Consider and approve expenditure from Records Management fund for the County Clerk's office for items on Attachment A in the amount of \$14,952.95.

SEE ATTACHMENTS ON PAGES 202 - 202

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

27. Accept, receive and file Certification that Carolyn L. Guidry, County Clerk has successfully completed the required 20 hours of Continuing Education for 2014 as prescribed in Section 51.605 of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 203 - 203

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY COMMISSIONERS:

28. Consider and possibly approve a Resolution for Red Cross Month.

SEE ATTACHMENTS ON PAGES 204 - 204

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

29. Consider and possibly approve Resolution commending Louis LeBlanc for 35 years and 5 months of service to Jefferson County and wishing him well in his retirement

SEE ATTACHMENTS ON PAGES 205 - 205

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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30. Receive and file Certificate of Completion for Commissioner Eddie Arnold. Commissioner Arnold has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2014.

SEE ATTACHMENTS ON PAGES 206 - 207

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

31. Receive and file fully executed Inter-local Agreement between Jefferson County, Texas and the City of Port Arthur, Texas creating Texas Tax Increment Reinvestment Zone No. 1.

SEE ATTACHMENTS ON PAGES 208 - 248

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

32. Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code 2014.

SEE ATTACHMENTS ON PAGES 249 - 250

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

33. Receive and file Certificate of Completion for Commissioner Brent Weaver. Commissioner Weaver has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2014.

SEE ATTACHMENTS ON PAGES 251 - 251

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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34. Receive and consider a report from Mr. Don Rao regarding recent progress in the McFaddin Sand Search.

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:

35. Consider and possibly approve specifications for (RFP 15-006/DC), Jefferson County Bank Depository Contract.

SEE ATTACHMENTS ON PAGES 252 - 270

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

36. Consider and possibly approve specifications for (RFP 15-007/DC), Jefferson County District and County Clerk's Trust Funds Depository Contract.

SEE ATTACHMENTS ON PAGES 271 - 284

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

ENGINEERING:

37. Execute, receive and file Utility Permit 05-U-15 to Texas Windstream Communications for a high speed internet line 23,400 feet along and parallel to Wilbur Road. This project is located in Precinct 3.

SEE ATTACHMENTS ON PAGES 285 - 311

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
March 09, 2015

38. Execute, receive and file Utility Permit 06-U-15 to AT&T for the installation of a fiber optic cable along West Pine Road. This project is located in Precinct 1.

SEE ATTACHMENTS ON PAGES 312 - 321

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

39. Execute, receive and file Road Use Agreement between Goldston Oil Corporation and Jefferson County for drilling operations site off Englin Road in Precinct 3.

SEE ATTACHMENTS ON PAGES 322 - 331

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

Jeff R. Branick
County Judge

RENICK LAW FIRM, PLLC

Scott Renick
2905 Toccoa St.
Beaumont, Texas 77703



Tel: (409) 895.0145
Fax: (409) 895.0014
scott@renickfirm.com

February 23, 2015

Jefferson County Purchasing Department
ATTN: Ms. Deborah L. Clark, Purchasing Agent
1001 Pearl Street (3rd Floor)
Beaumont, Texas 77701

Re: BID NAME: Re-bid Sale of Law Books
BID NO.: IFB 15-001/JW
DUE DATE/TIME: 11:00 AM, Tuesday, February 24, 2015

Ms. Clark:

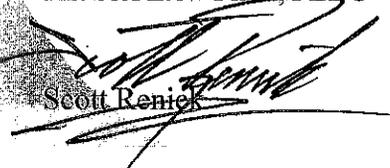
For the above-referenced Re-bid Sale of Law Books (BID NO. IFB 15-001/JW), specific to Item Description: Southwestern Reporter 1st (vols 11-300), I am submitting a bid of six dollars (\$6.00).

Attached to this correspondence are the following documents:

- 1) Bid Form; and
- 2) Offer and Acceptance Form/Offer to Contract.

In accordance with your instructions, I have also included two (2) copies of this bid and the aforementioned attached documents. If any further information is needed, please do not hesitate to contact my office.

Very Truly Yours,
RENICK LAW FIRM, PLLC


Scott Renick

Enclosure
SOR/kj

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Renick Law Firm, PLLC
Company Name

For clarification of this offer, contact:

2905 Toccoa Street
Address

Karen Jean
Name

Beaumont Texas 77703
City State Zip

895.0145 / 895.0014
Phone Fax


Signature of Person Authorized to Sign

KAREN@RENICKFIRM.COM
E-mail

Scott Renick
Printed Name

Attorney
Title

Bidder Shall Return Completed Form with Offer.

Bid Form

Please note that all book sets listed on this Bid Form may be incomplete.

Item Description	Bid Amount
Southwestern Reporter 1 st (vols. 11-300)	\$ <u>6.00</u>
U.S.C.A. Constitution and Titles 1 to 50 App. w/Tables and Index (2010)	\$ _____
US Code Congressional and Administrative News (Federal session laws) – 77 th Congress (1941) to 111 th Congress (2010)	\$ _____
*Supreme Court Digest L.Ed (vols. 1-22) (2013)	\$ _____
*U.S. Supreme Court Lawyers Edition Bound Volumes: 1 st (L.Ed. vols. 1-100) 2nd (L.Ed.2d vols. 1-181) – ACTIVE w/2013 Annual Supp pamphlets	\$ _____
*Lawyers Ed. Advanced Sheet Service	\$ _____
West's Federal Practice Digest 4 th Ed. (2010)	\$ _____
Federal Practice & Procedure Set (2010)	\$ _____
Federal Sentencing Law & Practice Set (2011)	\$ _____
West's Federal Forms Set (2010)	\$ _____

* INDICATES CURRENT SET.

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

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

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER



Renick Law Firm, PLLC
2905 Toccoa St.
Beaumont, Texas 77703



Deborah L. Clark, Purchasing Agent
Jefferson County Purchasing Department
1001 Pearl Street (3rd Floor)
Beaumont, Texas 77701

BID NAME: Re-bid Sale of Law Books
BID NO.: IFB 15-001/JW

RECEIVED 09:46 AM FEB 24 2015



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE Advertisement for Request for Proposal March 9, 2015

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 15-004/JW, Food Service for Jefferson County Correctional Facility. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and five (5) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a Pre-Proposal Meeting and Site Inspection Tour on Tuesday, March 31, 2015 at 10:00 am at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, TX 77705.

PROPOSAL NAME: Food Service for Jefferson County Correctional Facility
PROPOSAL NO: RFP 15-004/JW
DUE DATE/TIME: 11:00 AM CST, Tuesday, April 14, 2015
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1001 Pearl Street, 1st Floor
 Beaumont, Texas 77701

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – March 11th & March 18th, 2015

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Proposal Submittal Checklist

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

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

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and five (5) copies of the proposal should be mailed to delivered no later than **11:00 AM CST, Tuesday, April 14, 2015**, to the Jefferson County Purchasing Department, 1001 Pearl Street, Third Floor, Beaumont, TX 77701.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding Food Service for Jefferson County Correctional Facility.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

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

1.2 Governing Law

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

1.3 Ambiguity, Conflict, or other errors in the RFP

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

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

1.4 Notification of Most Current Address

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

1.5 Proposal Preparation Cost

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

1.6 Signature of Proposal

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

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

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

1.7 Economy of Presentation

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

1.8 Proposal Obligation

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

1.9 Incorporation by Reference and Precedence

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

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

1.10 Governing Forms

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

1.11 Implied Requirements

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

1.12 Compliance with RFP Specifications

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

1.13 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source.

Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.14 Withdrawal of Proposal

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

1.15 Award

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

1.16 Ownership of Proposal

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

1.17 Disqualification of Offeror

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

1.18 Contractual Development

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

1.19 Assignment

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

1.20 Contract Obligation

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

1.21 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.22 Inspections

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

1.23 Testing

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

1.24 Loss, Damage, or Claim

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

1.25 Taxes

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

1.26 Non-Discrimination

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

1.27 Conflict of Interest

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

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

1.28 Waiver of Subrogation

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

1.29 Acknowledgment of Insurance Requirements

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

1.30 Insurance Requirements

The contractor (including any and all subcontractors as defined in Section 1.31 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

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

All insurance must be written by an insurer licensed to conduct business in the State of Texas with an AM Best Rating of A-VII or better.

Minimum Insurance Requirements

Public Liability	\$1,000,000.00 (To Include Products & Completed Operations)
Excess Liability	\$1,000,000.00
Property Insurance	Improvements & Betterments* (*If Supplying Additional Equipment: Boiler & Machinery w/Spoilage Coverage)

1.31 Worker's Compensation Insurance

1.31.1 Definitions:

- 1.31.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.31.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 1.31.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

1.31.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.30 above.

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

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

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

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

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

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

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

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

- 1.31.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas

- Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 1.31.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 1.31.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 1.31.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.31.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.31.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.31.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.31.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 1.31.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.31.9.1 – 1.31.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
 - 1.31.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - 1.31.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.32 Pre-Proposal Conference

There will be a Pre-Proposal Meeting and Site Inspection Tour on Tuesday, March 31, 2015 at 10:00 am at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, TX 77705.

1.31 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CST, Tuesday, April 14, 2015.

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701**

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

County Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

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

Offeror must submit one (1) original and five (5) exact duplicate, numbered copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

List the Proposal Number and Name on the outside of the box or envelope and note "Request for Proposal enclosed."

1.32 Questions

Questions may be emailed to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us

1.33 Tentative Schedule of Events

March 9, 2015	Issuance of Request for Proposal
March 31, 2015	Pre-Proposal Conference
April 14, 2015	Deadline Submission (late proposals will not be considered)
Week of April 20 th , 2015	Proposals distributed to Evaluation Committee
Week of April 27 th , 2015	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of May 11 th , 2015	Conduct Interview/Best and Final Offer/Short List
May 18, 2015	Recommendation for Award

Please note:

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

2. Response Format

2.1 Introduction

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

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Use Pricing Form, Page 31)
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

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

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

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table of Contents

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

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

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

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as

a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

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

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CST, Tuesday, April 14, 2015, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided food services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and five (5) copies of the proposal should be mailed to delivered to:

Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.
- Data submitted must be in the same order as in this RFP. A table of contents must be included indicating page numbers, attachments and appendices.
- All proposals must be typed.
- Offerors are requested to submit all information in a three-ring binder.
- All supporting documentation must be pertinent and clearly identified as to which section of the RFP it specifically refers.
- Each proposal must be signed by the Contractor's authorized representative with his/her usual signature. Proposals by partnerships must be signed with the partnership name by one of the partners. Proposals by corporations must include the state of incorporation, date of incorporation and the signature of the President, Secretary or other person authorized to bind it in the matter. The name of each person signing must be typed or printed below the signature.

Note. It is the responsibility of the Contractor to see that its proposal is received by the Jefferson County Purchasing Agent prior to the scheduled opening hour.

4. Scope of Services

4.1 Background and Scope

The Jefferson County Correctional Facility requests proposals for the operation of corrections food services. This is a Request for Proposal (RFP) from qualified food service companies (hereinafter referred to as Contractor) and not an offer nor an order by the Correctional Facility.

The Correctional Facility currently houses both male and female prisoners. The population, both staff and inmates, is presently as follows, but fluctuates daily and will continue to do so throughout the life of the contract. The Correctional Facility guarantees no population, either inmate or staff, at any given time.

Facility	Rated Capacity	Average Population
Jail Staff	N/A	260
Jail Inmates	1268	855

The Correctional Facility kitchen is equipped to provide adequate support for preparing 3,000 meals per day. Meals are provided to all Correctional Facility personnel three times per day. Inmates, under the direct supervision of an outside food service company prepare and serve all meals. Meals are served utilizing the Alladin Tray System into cell areas where inmates dine. Serving trays are recovered from the cell areas by inmate labor and returned to the kitchen for proper disposal. Compartment trays are used in the dining hall.

Medical Diets. Medical diets average 65per meal.

Staff Dining. Staff work eight-hour shifts, 7:00 am to 3:00 pm and 3:00 pm to 11:00 pm, and 11:00 pm to 7:00 am.

4.2 Cost Submittal Rates

Costs shall be given for each of the following:

- Inmate meals
- Staff member meals
- 24-hour coffee service for staff and visitors, including coffee, cream, sugar and filters.
- Medical Supplement meals such as Ensure, diabetic snacks, etc.

4.3 Proposal Instructions

Proposals must be prepared in accordance with the following instructions to be entitled to consideration:

Prior to submitting a proposal the Contractor shall:

- Carefully examine the specifications.
- Fully inform itself as to the facilities, conditions and limitations.
- Include sufficient data in the proposal to adequately cover all items required by the contract.
- Contractor is strongly encouraged to attend the Pre-Proposal Meeting and Site Inspection Tour on Tuesday, March 31, 2015 at 10:00 am at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, TX 77705.

4.4 Interpretation

Should a Contractor find discrepancies in or omissions from the specifications, or be in doubt as to their meaning, they should address their concern, in writing, to the Purchasing Agent who will issue an Addendum to all Contractors. The County will not be responsible for oral interpretations. Questions received less than ten (10) business days prior to submission deadline will not be answered. This RFP, all Addenda and the Contractor's response and amendments shall be incorporated into the resulting contract.

4.5 Terms of Contract

The terms of the contract shall be one year, June 2015 through June 2016, retaining the right to exercise four (4) one year options. Jefferson County will notify the Contractor no later than 60 days prior to the beginning of each option renewal year of its intent to extend the contract or to request new proposals.

4.6 Modifications

No oral, telephonic or facsimile proposals or modifications shall be considered.

4.7 Basis of Award

Each Contractor must submit complete specifications and detailed descriptions of the services and items it proposes to supply under the contract. Jefferson County's decision to award the contract shall be based upon qualifications of the Contractor and the service operations plan or plans (operational methods, management services and other pertinent information) most advantageous to the Correctional Facility.

4.8 Proposal Bond

A Proposal Bond of Five Percent (5%) of the total bid price, executed with a surety company authorized to do business in the state of Texas, must be included with each proposal.

4.9 Performance Bond

Within ten (10) days of the award of the contract the successful bidder shall furnish a Performance Bond to Jefferson County in the full amount of the bid.

4.10 Right to Change RFP

Jefferson County reserves the right to change the terms and conditions of this RFP. Potential Contractors will be notified, in writing, of any material changes.

4.11 Notice of Award

The successful bidder will be notified upon award of the contract. The successful bidder must enter into a formal contract, substantially like the samples found at page 39, within thirty (30) days of the notice of award.

4.12 Mandatory Responses

Offeror is expected to provide all information requested in this RFP. In any case that Offeror has not responded to specific requirements, Jefferson County assumes that Offeror unconditionally accepts the requirements as set out in that section unless Offeror specifically states in its proposal reasons it is unable to comply with those requirements.

4.13 Right of Rejection

Jefferson County reserves the right to reject any or all proposals at its sole discretion.

4.14 Contractor Information Requirements

The following information must be included in each proposal. The information will give the County an overview of the Offeror's business operation.

Headquarters Office:

Questions		Answers to Cover in Proposal
Location		City, state, zip code, phone number, fax number, e-mail address.
Services available		Describe in detail.
Financial	Ownership	Public or private.
	Credit rating	Bank or other recognized rating.
	Account procedures	Describe in detail.
	Audit control	Example.
Management	Background of top management	Describe education and experience.
	Degree of participation in local operations	Describe 0% to 100%.
	Reputation	List of Accounts and Contracts – list of references for similar operations to those covered by this RFP, as well as permission to contact.
Organizational Structure	Area of activity	Geographic location(s).
	Total Number of Operations	Number of units and annual gross.
	Structure of National Supervision	Number of regions.
	Span of Control	Levels of management.
Operating Procedures	Effective written operating procedures	Yes or no – describe and provide sample(s).
	Purchasing	Is purchasing handled by headquarters or by each operating location? Describe procedures in detail.
	Accounting	Accounting system computerized? Describe. Is staff available for cost analysis, research?
	Invoicing and payment	Are accounts receivable/payable handled by headquarters or by each location? Describe.
	Communication	How often are local operations visited? What is the nature of support and supervision of the local operation?
Personnel Relations	Fringe benefits program	Describe in detail.
	Recognition program	Are there incentive or recognition programs in place? Describe.
	Profit sharing	Explain.
	Retirement program	Cost of program.

Regional Office:

Provide location, phone number, facsimile number, name and title of contact person.

Proposed Jefferson County Correctional Facility operations:

Provide background information on proposed facility managers and all key personnel to include: experience in a corrections environment, full resumes for management candidates and job descriptions for other key personnel.

4.15 Responsibilities of Jefferson County

Jefferson County will provide, install and permit the Contractor to use the capital equipment the County deems necessary for food service and related activities. Given proof of adequate maintenance, the County will replace equipment it has provided as it deems necessary, considering the average life of the equipment as determined by the manufacturer as well as any extraordinary circumstances.

Jefferson County shall provide all utilities necessary for the performance of food service operations. Note: Jefferson County will not guarantee an uninterrupted supply of water, gas, electricity, heat, air-conditioning or phone service. Jefferson County will, however, be diligent in restoring service following any interruption. Jefferson County will provide a master telephone line (no extensions) in the food service office of the kitchen. The phone will be provided without charge for local use only. Jefferson County will bill the Contractor for any and all long distance calls.

The Correctional Facility will provide an accurate meal count by type, to be served to inmates, staff and visitors to the Contractor.

Jefferson County will provide ingress/egress, subject to security requirements, for the Contractor's employees.

The Correctional Facility will provide office space and the following furniture for the Contractor in the kitchen area:

- Desk
- Four-drawer file cabinet
- Desk Chair
- Visitor's Chair
- Bookshelf

Any other furniture and/or equipment for the office must be provided by the Contractor. Such equipment must be inventoried and a copy of the inventory provided to the designated facility food service administrator.

The administration and management of this contract for the Jefferson County Correctional Facility is the direct responsibility of the Jefferson County Sheriff. The Sheriff has delegated day to day responsibility for contract administration/communication purposes to the County food service administrator and/or a delegated representative.

Any adjustment to the level of service, rate per meal compensation or any other material matters concerning the terms of the contract shall be governed by the terms of the contract

The Sheriff shall be the agent of the County and shall act on its behalf to enforce the provisions of the contract.

Jefferson County is responsible for the total cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchen, warehouse and storage areas.

4.16 Responsibilities of the Contractor

Daily Meal Production Requirements, Contractor must provide the following meals per day:

Correctional Facility Staff Serving Hours

Breakfast: 3:30 am – 5:00 am
 Lunch: 10:00 am – 12:30 pm
 Dinner: 3:30 pm – 5:30 pm.

Inmate Serving Hours

Breakfast: 4:00 am – 5:15 am
 Lunch: 10:40 am – 11:45 pm
 Dinner: 3:40 pm – 4:45 pm

Medical Nourishment

As ordered per medical staff.

4.17 Purchasing

The Contractor must provide the minimum specifications to be used in the purchase of all food products and disposable service ware. The specifications provided must address the levels of quality, grade, size, pack, count and all other relevant information. Jefferson County must approve, in writing, any changes from the stated specifications. For the record, all food purchased for use under this contract must meet at least the following specifications:

- Beef, veal, pork and lamb must at least be USDA Good. The maximum fat and/or soy content of all ground meat products to be used must be indicated in the RFP. All breaded items must have a product weight of at least 3 ounces before breading.
- Poultry must be at least USDA Grade B. All breaded items must have a product weight of at least 3 ounces prior to breading.
- Canned fruits and vegetables must be served at a ½ cup of eatable substance.
- Frozen fruits and vegetables must be at least USDA Grade B.
- Fresh produce must be at least USDA Grade No. 2 and minimum 138 count size to meet the nutritional requirements in specification 5.4.
- Dairy products must be at least USDA Grade A. 2% fluid milk must be served as a beverage. All breaded items, with the exception of meat and poultry items, must have a product weight of at least 4 ounces prior to breading.
- Eggs must be at least USDA Grade A Medium.
- Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded items must have a product weight of at least 3 ounces prior to breading.
- A minimum of 60% of the bread items served must be whole grain products. Day old breads may be purchased but must be used within 48 hours or frozen until the time of use.
- Casserole dished items must contain at least 2 ounces of meat per serving and served no more than 3 times per week..

Receiving. The Contractor is responsible for receiving all goods at all locations and schedule delivery with Jefferson County.

Salespersons. The Contractor should encourage all salespersons to call at their district/area offices. If a salesperson must call on the Contractor's unit manager, the appointment must be

set up and arrangements made for the salesperson to check in at the facility. The food service representative must coordinate all visits with security personnel.

Storage. The Contractor must provide within its response a statement detailing how it will provide for the correct handling, prompt storage and rotation/issue of food items purchased for use.

Inventory. The Contractor must provide a statement as to how often a physical inventory of unprocessed foods, commodity foods and supply items will be taken. The method for conducting the inventory and the disposition of the data collected must be explained in detail.

Food Inventory Buy-Out. The Contractor must purchase the current Contractor's current inventory of all food items on hand at the beginning of the contract.

4.18 Menus

The Contractor must supply three meals per day. Cold meals must remain within the nutritional/caloric guidelines spelled out in this agreement. Exception: Emergency cold meals may be served by authority of the Sheriff only.

4.19 Cycle

A representative 28-day cycle menu must be submitted with the proposal. This menu must meet the standards of the Texas Commission on Jail Standards (TCJS). Portions must be designated on the menu per the portion standards set in section 4.17 of this document. This includes all condiments, seasonings, sweeteners, butter and similar items.

4.20 Cook's Choice

The menu can be designed to permit a cook's choice every two weeks. The same food must be served to each inmate in the facility. This is permitted in order to allow the Contractor to clear its inventory of cooked foods on a regular basis. A Cook's Choice must be noted on the posted menu. It is also required that foods that are held longer than 72 hours must be frozen until the time of service. Maximum freezer shelf life shall be no longer than 30 days for any food prepared on-site.

4.21 Contingency Meals

The Contractor shall provide food service at no additional cost to Jefferson County for inmates and staff in the event of lock downs, riots, fire, hurricanes, power failure or other events that would cripple the normal operations of a detention facility. At a minimum, the Contractor must maintain an on-premises inventory sufficient to prepare and serve five (5) days of scheduled meals.

4.22 Menu Changes

Changes in the planned menu must be noted in writing on the menu in the kitchen and the corrected menu filed with Jefferson County food service administrator as soon as the change is determined to be necessary.

Documentation of menus as they are actually served must be maintained as verification of providing a nutritionally adequate diet. The Contractor must submit such documentation weekly to Jefferson County.

The Sheriff or designee reserves the right to request changes in the menu when it becomes noticeable that a particular menu item is not being eaten, repetition of the item creates a problem with the inmates or the facility management receives numerous, verifiable complaints about a particular item.

4.23 Menu Posting

The menu must be posted in each staff dining area, in the office of Jefferson County food service administrator and the kitchen one (1) week in advance.

4.24 Therapeutic Diets

Therapeutic diets must be available upon medical authorization. Specific diets must be prepared and served to inmates according to the orders of the attending physician or dentist, or as directed by a responsible health authority official. Medical diets, verified by a registered dietician must be specific and complete and will be furnished in writing by the Contractor. Special diets must conform as closely as possible to the food served other inmates. The source book to be used is the *Simplified Diet Manual with Meal Patterns*, latest edition, published by the Iowa Dietetic Association, or a comparable source subject to the approval of Jefferson County.

4.25 Religious Diets

Religious diets must be approved by the Sheriff or his designee and must be submitted in writing to the Contractor. Religious diets must be simple and conform as closely as possible to the food served other inmates.

4.26 Holiday Meals

Traditional meals must be served on Thanksgiving, Christmas and Easter with no increase in price. The menu must be approved by the Jefferson County Sheriff.

4.27 Nutrition Requirements

Menu Certification. Menus must be reviewed and certified by a registered dietitian that they are in compliance with TCJS. The Contractor must provide to Jefferson County written certification of this review for each cycle menu prior to implementation. This certification must be presented to and approved by Jefferson County prior to the Contractor assuming responsibility for the contract.

Menu Substitutions. All substituted items in the menus served must be of equal nutritional value as the original menu item. Any major changes must be certified and signed by a registered dietitian. The dietician shall meet with the infirmary director yearly.

Daily Calorie Requirements. The daily calorie requirement for inmate meals will be 2,700 calories.

4.28 Staff Meals

Staff meals are eaten in the Officer Dining Room. It is the intention of the administration to provide enhanced meal service to the staff. The basic meals can be the same meals as inmates receive. The food service shall provide a minimum of two entrées or two meal choices. A salad bar with tossed greens, assorted vegetables, fruits, croutons and other salad bar items is to be set up and maintained during the lunch and dinner hours.

4.29 Food Preparation

The Contractor must describe in detail the food preparation method proposed.

All food portion sizes must be cooked weight or must be specifically identified as raw weight. Portions must be listed on the menu which is submitted in the proposal response.

All foods are to be portioned in the kitchen either in disposable containers or on insulated or permanent ware trays. Inmate workers must not be given the responsibility for portioning food without the constant direct supervision of a Contractor's employee.

Condiments (salt, pepper and sugar substitute) should be in individual packets. Others can be dispensed from bulk. No sugar is to be served to inmates. Sugar substitutes may be used.

The Contractor must specify all paper, plastic, sacks, oven-proof dishes and other expendable items it will require for use in the operation of the food services facility. Aprons, hairnets, hats and plastic gloves for use by the inmate workers will be supplied by Jefferson County.

The Contractor, within its proposal, is to provide Jefferson County with a comprehensive step-by-step quality assurance program concerning the purchase, delivery, storage and preparation of food.

The Contractor must propose, and be prepared to implement, a perpetual inventory system whereby the prepared food is always on record, and to assure that it is rotated to prevent any incidence of food poisoning or quality deterioration.

No sulfite additives are to be added on premises to any foods served under this contract.

4.30 Food Delivery and Service

The movement of food/dirty dish carts and personnel within the facilities must adhere to the rigid security guidelines established and periodically changed by corrections management.

All chilled food must be served at no more than 45 degrees F, and hot food at a minimum of 140 degrees F but no more than 180 degrees F.

The Contractor must keep a complete record of all non-consumed/returned meals. This record and the possible reasons for the variation must be delivered to the designated Jefferson County food service administrator no later than the Tuesday following the previous week. These records must be maintained daily for each meal period and must be available for inspection by Jefferson County food service administrator at any time.

The Contractor must be responsible for having a member of its off-site management staff periodically visits the unit to perform a quality check and to ascertain if there are any problems/complaints concerning the food.

The Contractor's attention is called to page 24 of this RFP concerning security. The Contractor is to submit a detailed description of the procedures it will use concerning the following:

- Methods to be used in assuring Jefferson County that no Contractor personnel are engaged in passing contraband (weapons, drugs and other related illegal items) to the inmates.
- Methods to be used to supervise Jefferson County inmate labor in the central kitchen.
- At the end of each meal period, the officer in charge of each control area will be responsible for physically counting all items to be returned by the inmates. It will be the responsibility of the Contractor to assure that the correct number of trays and flatware are sent with each food cart to the units.

The three meals per day must be delivered by the Contractor using designated carts and insulated trays. The food will be portioned on the tray line in the kitchen.

Contractor will be expected to maintain a minimum of daily phone contact with the unit command staff concerning the overall quality and acceptance of the food. The County food service administrator will be responsible for regular on-site inspection of the final preparation and distribution of food.

The Contractor will assign at least one staff person to supervise the preparation of all meals. A separate staff person will supervise the inmate workers in serving the trays and the cleanup process when food preparation is still in progress. Contractor will provide an on-site manager or assistant manager Monday through Friday.

4.31 Equipment Facilities

The Contractor must warrant that it will take all reasonable and prudent measures necessary to assure Jefferson County that its equipment is being properly used. The Contractor will have direct responsibility for the care of all equipment in the kitchen areas.

Preventative Maintenance. The Contractor will utilize Jefferson County Maintenance personnel for maintenance or preventative maintenance of equipment in the kitchen area. Contractor will inform Jefferson County food service administrator immediately of any equipment problems or deliberate mistreatment of same by a inmate or staff member. The decision to replace or repair equipment rests solely with Jefferson County.

Inventory Procedures. The Contractor and Jefferson County shall jointly inventory, at least semi-annually, all capital equipment and County-owned service ware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted for items.

4.32 Janitorial

The Contractor must remove all trash to the assigned dumpster a minimum of twice per day.

Ventilation System. The Contractor must assume responsibility for daily cleaning of the hood ventilation and stack system. The County will maintain and recharge the fire extinguisher systems, including the hood system, in the kitchen in accordance with the State fire regulations.

Cleaning. The Contractor must be responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to the Contractor including walk-ins, store rooms, freezers, dish room, kitchen, employee room, office, staff dining room and receiving area.

The Contractor must be responsible for on-going sanitation/cleanliness in the officer's dining rooms. The cleaning process must include bus tubs for dirty utensils, wiping down the tables and counters, removal of dirty dishes, resupply of condiments, cleaning the salad bar, coffee maker, microwave and other similar tasks. The thorough cleaning of the floors, walls and other permanent fixtures shall be the responsibility of the Contractor.

4.33 Personnel and Supervision

All personnel for hire at Jefferson County by the Contractor must complete the County authorization for records check. The processing must take no more than four business days. Jefferson County reserves the right to reject any food service personnel candidate without cause.

Manager. The bidding Contractor must provide job profiles/resumes for the individual(s) who will be considered for the Contractor's position of Food Services Manager. A job profile must also be submitted for the Assistant Manager position. It is required that the Manager or Assistant Manager have prior experience in correctional facility food services. An interview with any proposed manager will be required prior to the award of the contract. Jefferson County also requests that it be notified prior to the transfer/removal of any manager and to approve the replacement.

The Contractor and its employees assigned to County facilities will be required to comply with all Jefferson County rules of conduct concerning normal day-to-day operations.

The Contractor will be required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen. A staffing chart must be submitted within the proposal. There must be a minimum of two staff persons in the kitchen whenever inmate workers are present.

At least one staff person will be assigned to supervise the preparation of meals. A separate staff person will supervise the inmate workers in the preparation of the serving tray and cleanup process when food preparation is still going on.

Any changes in the staffing chart must be approved by Jefferson County prior to the change being implemented. The Contractor will also be responsible for staffing the preparation with the optimum number of available inmates. Jefferson County will furnish all necessary inmate labor.

Staffing must include inmate labor to be supervised by the Contractor. Specific attention is called to the provision that inmates may be used for cleanup, dishwashing, portioning and other utilitarian tasks. The Contractor will state their bid price to include utilizing inmate labor to cook/prepare foods and cleaning.

Contractor employees, including management, must be properly attired in a standard uniform, from the first day of the contract and every day thereafter. These employees must be clean and neat at all times. Contractor employees must be easily discernable from the inmate workers. Hair restraints (hats or nets) must be worn by all food service employees and inmate workers in the kitchen and service areas.

Jefferson County may require the Contractor to immediately remove any of the Contractor's employees from Jefferson County premises for any reason sufficient to Jefferson County. The Contractor's employees shall be subject to the same rules and policies of employment as are County employees and are subject to termination by the Contractor under the same rules as County employees. Any and all such removals must be made in the name of the Contractor and therefore the Contractor will assume the responsibility for the removal.

The Contractor must notify Jefferson County food service administrator in writing whenever an employee has been terminated, permanently transferred or newly hired. The Contractor has sole responsibility for returning to Jefferson County an employee's security identification badge within 24 hours of the employee's final shift.

4.34 Financial

The Contractor will be compensated weekly (except for weeks in which Commissioners' Court is not conducted – i.e. holidays, etc.) on a per meal/per person basis. The Contractor must show the cost for each meal period, i.e., Breakfast, Lunch, Dinner and Snack classification. Jail meal counts must be separated by staff and inmate meals.

Contractor will state their proposed cost per meal as follows:

The Contractor is to submit to Jefferson County food service administrator by Tuesday of each week a day-by-day statement for the previous week with the number and classification of meals prepared and served as follows:

- Inmates by Section assignment, I.E., First Floor Main Confinement.
- Staff meals served.
- Jail- Official guest of the Sheriff.
- Additionally, Jefferson County will not pay for unconsumed meals prepared in excess of the counts provided by Jefferson County staff.
- The Contractor and the County will reconcile meal counts daily. In the event of any dispute regarding meal counts and subsequent charges, the County shall resolve any discrepancy by using the count of the actual number of meals received and accepted by the Jail staff. The meal count figures of the County shall prevail.
- Total Weekly Number of Meals Served (Staff & Resident) divided by 7 days divided by 3 meals = Average Meals Served.

The Contractor must comply, for accounting cycle purposes, with the County's fiscal year of October 1 to September 30, and calendar month periods.

Jefferson County reserves the right to audit any aspect of the food services system, as performed by the Contractor, and the Contractor must keep accurate and complete records thereof for at least three (3) years.

4.35 Facility Security

All Contractor personnel must enter the compound and buildings via the designated entrances and must be signed in and out of the compound and buildings.

All persons and their belongings will be subject to search. Contractor's employees are subject to search at any time they are within the secured areas of the facilities operated by the Correctional Facility.

All Contractor employees must wear Jefferson County supplied identification badges (with picture and fingerprint) in a visible manner from the point at which they enter the building, and at all times while in the building, until the point at which they leave the building.

The Contractor and its employees will be responsible for keeping all doors closed and locked in the assigned work area. The Contractor and its employees must adhere to all security restrictions imposed by the Sheriff.

The Contractor must ascertain and notify Jefferson County in writing if any of its employees are related to any person confined as an inmate in any County operated facility. It is each employee's responsibility to alert the Contractor whenever a person who is a relative or personal acquaintance is admitted to a facility as an inmate.

The Contractor must implement a check-out/check-in log procedure for sharp utensils. The Contractor must provide and utilize a locked shadow board for the secure storage and quick inventory of knives, meat forks and other sharp or pointed utensils. Jefferson County reserves the right to enter the kitchen and inventory all such items at its sole discretion. Any missing items must be reported to the shift supervisor or officer in charge immediately, then to the County food service administrator.

Maintenance vendors will be required to enter the building through proper security channels. There will be no exceptions. Food service Contractor will be responsible for coordinating vendors' access to the job site by notifying security personnel.

In an emergency situation, the corrections staff takes supervisory precedence over the Contractor's employees.

The Correctional Facility will furnish officers as security personnel in accordance with TCJS requirements. Food service and Jail personnel will coordinate their activities to insure that security is maintained at all times and that meals are prepared in accordance with established schedules.

The Contractor must obey all Federal, State and local laws and ordinances regarding health, sanitation and safety. The Contractor will be subject to inspections in the kitchen by authorized personnel from the Jefferson City Health Department.

The Contractor must provide medical examinations as required by law and Jefferson County policy and appropriate records for each employee will be kept on file with the designated food services administrator.

The Contractor must require medical clearance for any employee to return to work after a three (3) days absence for illness.

The Contractor must save samples of all prepared foods for a period of not less than 72 hours of its service for testing in the event of an outbreak of food poisoning. Samples must be clearly marked as to the dates and times of preparation, service and storage.

The Contractor must be responsible for immediately notifying the shift officer of any fires in the kitchen or service areas and of any accidents involving Contractor personnel and inmate workers assigned to food service duties.

The Contractor must not permit employees, or inmate workers, with communicable health problems to work in the kitchen. Medical clearance stating the individuals blood work or chest X-Ray is clear, must be submitted prior to any employees return to work following the individual's contracting such health problems.

4.36 Energy Conservation

When the kitchen is not in use or when food preparation is a minimum, the Contractor must assume maximum utility/energy cost conservation by turning off or dimming lights, fans, water, ovens, steam equipment and other energy consuming items. The Contractor must be responsible for turning off all non-essential equipment when the area is not in use.

4.37 Assignment

The Contractor's rights and obligations cannot be transferred or subcontracted without the written approval from Jefferson County. Jefferson County by this agreement incurs no liability to third persons for payment of any compensation provided herein to the Contractor.

4.38 Rights of Inspection/Complaints

The facilities operated under contract with Jefferson County may be inspected by the Sheriff or designated representatives for security, sanitation, food standards, quality of food preparation and service, Contractor employee performance of any other valid reason. After each inspection, the Contractor will be advised in writing of unsatisfactory conditions for which the Contractor is responsible. The Contractor must promptly correct such deficiencies and communicate, in writing within five (5) business days, the solution to each problem, when it was corrected and what has been done to prevent reoccurrence of the problem.

All complaints by inmates and staff must be submitted in writing to the designated food service administrator. Complaints which are valid within the terms of the County's agreement with the Contractor will be forwarded in writing to the Contractor's management. The Contractor will have five (5) business days in which to present a written response detailing the solution to the problem.

4.39 Failure to Comply

Due to the County's legal and moral obligation relative to the provision of an inmate food service program which meets Federal, State and local standards, the Contractor must consistently meet or exceed the terms and conditions of this RFP and resultant contract. Repeated failure by the Contractor to remain in compliance will result in Jefferson County exercising its right to take one or more of the following actions:

- Contract termination procedures will be undertaken and, as a result, the Contractor's performance bond, in its entirety, will be forfeited to Jefferson County.
- Jefferson County may, at the Contractor's sole expense, retain the services of one or more contract compliance officers who will monitor and evaluate the Contractor's performance until such time that all contractual terms and conditions are being met on a consistent basis.

4.40 Insurance

The Contractor must indemnify and hold harmless Jefferson County, its officers, agents and employees against all liability, damages, losses and expenses for injury to or death of any persons or injury to any property arising out of, or any in any way connected, with Contractor or Contractor's employees or agents, alleged acts or omissions in the

performance of work under this agreement and all claims for damages arising out of bodily injury to persons or damage to property caused by or resulting from the performance of this agreement, unless such injury, death or damage is primarily caused by or primarily results from the negligence or willful acts of Jefferson County. The Contractor must defend promptly and all such demands, claims or causes of action. In the event Jefferson County brings suit against the Contractor to enforce this paragraph and Jefferson County prevails, the Contractor must pay a reasonable sum for the attorney's fees and costs incurred by Jefferson County in the suit.

4.41 Independent Status of Contractor

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

Contractor understands and agrees that Jefferson County shall not withhold from compensation payable to Contractor any sums for income tax, unemployment insurance, social security or other withholding pursuant to any law or required by any governmental authority and that payments of such amounts as may be required by law are and shall be the sole responsibility for Contractor which does hereby indemnify and hold Jefferson County harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in Jefferson County to exercise control or direction over the business of Contractor provided, however, that all services provided to Jefferson County hereunder shall be provided and delivered at all times in a manner consistent with the standards of Contractor's profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over Jefferson County.

Personnel provided by Contractor are not employees of Jefferson County nor are they entitled to any direct compensation nor any benefits or rights of Jefferson County employees as from time to time may be established, and shall provide services for the benefit of Jefferson County through Contractor and only pursuant to this Agreement.

Jefferson County has hired Contractor to provide food services. As such, Contractor has the duty and obligation to perform all obligations to Jefferson County under this Agreement in the highest professional manner. No property owned by or referencing Jefferson County or one of its subdivisions shall be used by any employee, staff member or representative of Contractor without express approval by the authorized Jefferson County representative and then shall be used only for professional purposes within the parameters of this Agreement.

4.42 Termination of Contractor

Jefferson County shall have the right to terminate the contract if, for any reason, the Contractor fails to provide continuous food service in the facilities for a period in excess of 24 hours. Jefferson County reserves the right to terminate the Contractor upon 30 days written notice for just cause. Either party has the right to terminate the contract upon 90 days written notice.

4.43 Emergencies

The Contractor must include in the proposal contingency plans to provide service in the face of unexpected events such as power failure, fire, riot, lock down, labor strikes, ice storms, hurricanes or acts of God that would preclude normal operations. The plan shall include food service to the inmates and staff in the event of an evacuation to another site.

4.44 Auxiliary Food Services

The Contractor must be available to provide food for visitors and other related Jefferson County functions. The Contractor must not proceed with such functions without written authorization from the Sheriff or Jefferson County food services administrator. The costs for such meals, if different from those served inmates and staff, can be subject to negotiation. In order to accommodate meals for local citizens' groups it may be necessary to adjust the inmate feeding schedule one or two days each year.

4.45 Contract Revision/Renewal

Jefferson County reserves the right to either increase or decrease food service requirements within the terms of the contract. The cost for the additional services only will be negotiated at the time the request is made and will not exceed those limits established by Texas law.

If Jefferson County elects to exercise its option to renew the contract for the next contract year, the Contractor must propose and explain the process that will be used to justify any proposed cost increases. Any proposed increases must be reviewed and approved by Jefferson County Commissioners' Court. In addition the Contractor will be asked, within its price proposal, to set an annual not to exceed percentage increase in the cost per meal.

Notification of Renewal. Jefferson County must notify the Contractor, in writing, no later than 60 days prior to the beginning of each successive option year whether or not it will exercise the option to renew the contract for the next fiscal year.

Constitutional Debt Limit. The Constitutional debt limitation for Counties requires any Jefferson County contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provision, and contract documents will reflect this condition.

4.46 Quarterly Reviews

The Contractor must submit, in writing, within 15 days of the end of the quarter, a report of food service activity to include, but not be limited to:

- An assessment of the overall program strengths and weaknesses, as well as recommendations for improvement of food, service, cost control or other areas.

4.47 Affirmative Action/Equal Employment Opportunities

The County is an Equal Opportunity/Affirmative Action Employer and all Contractors submitting proposals will be required to comply with the provisions of Federal Executive Order 11246.

4.48 Point of Contact

Offeror shall designate a person to contact for any information or questions pertaining to its offer. However, offeror is hereby advised that this point of contact will not be recognized as, or accepted in lieu of, the "authorized signature" requirement of this RFP.

Name: _____ Title: _____

Company: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

4.49 Interpretation

Any questions concerning the terms and conditions and technical specifications shall be directed in writing to the Jefferson County Purchasing Department. Inquiries must reference the proposal opening date and number. Jefferson County Purchasing Department's point of contact is:

Jamey West, Contract Specialist
Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701
Phone: 409-835-8593
Fax: 409-835-8456
E-mail: jwest@co.jefferson.tx.us

4.50 Items to be Submitted

Offerors shall submit one (1) original and five (5) copies of the completed proposal document with submittal information as follows. Include a table of contents, page numbers, and marked or numbered tabs between the sections.

- Pricing sheet(s).
- References and qualifications.

5. Pricing

Pricing Form

Price Per Meal	\$ _____
Price Per Medical Supplement Meal	\$ _____
Price Per Staff Member Meal	\$ _____
Price Per Day - 24-hour Coffee Service	\$ _____

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Date

IMPORTANT NOTE:

THIS PAGE MUST BE RETURNED WITH PROPOSAL.

Proposals Received Without This Page Included May Be Considered Non-Responsive. No Variations of this Form will be accepted.

6. Selection Process

6.1 Introduction

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

6.2 Cost Proposal

The Offeror must use the forms provided in Section 5 in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any form substituted for the form provided in Section 5 may be determined to be non-responsive, and may result in the proposal's disqualification.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from Jefferson County's Sheriff Department, Corrections Facility, Audit Department, Purchasing Department, and the Criminal District Attorney.

6.4 Evaluation Criteria

Vendor Capabilities (30% of total points). This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

Work Plan (30% of total points). Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the contract as described in this RFP.

Cost (40% of total points). This is the expected amount your firm would be compensated for services provided to Jefferson County. The County will consider hourly rates, retainer amounts, flat fees, or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

Sample Evaluation Sheet

Vendor Capabilities (30% of total points)	Points
Is the proposal completely responsive to all written specifications and requirements contained in the RFP?	
Work Plan/Performance (30% of total points)	
Does the proposal reflect efficient and comprehensive methods to be used in performing the contract as described in the RFP? How did their performance rate in other facilities?	
Cost (40% of total points)	
Does the cost reflect a good value for the proposed work?	

7. Rejection of Proposals

The Jefferson County Purchasing Agent reserves the right to accept or reject in whole or in part any or all proposal submitted. The Jefferson County Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive.

The unreasonable failure of a Offeror to supply information in connection with responsibility may be grounds for a determination of non-responsibility.

8. Acceptance of Proposals

The Jefferson County Purchasing Agent will accept all proposals that are submitted properly. However, the Jefferson County Purchasing Agent reserves the right to request clarifications or corrections to proposals.

9. Request for Clarification of Proposals

Requests by the Jefferson County Purchasing Agent for clarification of proposals shall be in writing. Said requests shall not alter the Offeror's pricing information contained in its cost proposal.

10. Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the active closing date of the RFP.

11. Proposal Submittal

The Proposal is due no later than 11:00 am CST, Tuesday, April 14, 2015 and shall include the following:

- **Proposed type of operation (hours, methods, etc.).**
- **Company reputation, experience, and resources (references, resumes, etc.)**
- **Menu variety to be offered, service levels, and costs pertaining thereto.**
- **Management and staffing plan.**

Any and all related cost to the County, or revenue to be received by the County One (1) original and five (5) copies of the proposal should be mailed or delivered to:

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701**

**FAILURE BY A OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

Non-Disclosure Agreement

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

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

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

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Bidder Must Return This Page With Offer

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Must Return This Page 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.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Bidder Must Return This Page 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="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder Must Return This Page With Offer

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

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

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

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship:

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

7.

Signature of person doing business with the governmental entity

Date

Bidder Must Return This Page With Offer

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized
Representative

Signature

Title

Date

Bidder Must Return This Page 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 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

- (3) "Nonresident bidder" refers to a person who is not a resident.

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

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

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

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

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

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

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

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 _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

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

this the _____ day of _____, 2015.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Request for Proposal
March 9, 2015

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 15-005/JW, Operations Assessment for Ford Park Event Center (Jefferson County). **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and five (5) copies of their proposal to the address shown below. Jefferson County does not accept proposals submitted electronically. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME: Operations Assessment for Ford Park Event Center
(Jefferson County)
PROPOSAL NO: RFP 15-005/JW
DUE DATE/TIME: 11:00 AM CST, Tuesday, April 14, 2015
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – March 11th & 18th, 2015

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Proposal Submittal Checklist

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

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

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Operational Assessment Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and five (5) copies of the proposal should be mailed or delivered no later than **11:00 AM CST, Tuesday, April 14, 2015**, to the Jefferson County Purchasing Department, 1001 Pearl Street, 3rd Floor, Beaumont, TX 77701.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms for an Operations Assessment at Ford Park Events Center.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

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

1.2 Governing Law

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

1.3 Ambiguity, Conflict, or other errors in the RFP

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

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

1.4 Notification of Most Current Address

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

1.5 Proposal Preparation Cost

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

1.6 Signature of Proposal

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

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

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

1.7 Economy of Presentation

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

1.8 Proposal Obligation

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

1.9 Incorporation by Reference and Precedence

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

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

1.10 Governing Forms

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

1.11 Implied Requirements

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

1.12 Compliance with RFP Specifications

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

1.13 Evaluation

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

1.14 Withdrawal of Proposal

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

1.15 Award

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

1.16 Ownership of Proposal

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

1.17 Disqualification of Offeror

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

1.18 Contractual Development

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

1.19 Assignment

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

1.20 Contract Obligation

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

1.21 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.22 Inspections

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

1.23 Testing

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

1.24 Loss, Damage, or Claim

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

1.25 Taxes

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

1.26 Non-Discrimination

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

1.27 Conflict of Interest

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

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

1.28 Waiver of Subrogation

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

1.29 Acknowledgment of Insurance Requirements

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

1.30 Insurance Requirements

The contractor (including any and all subcontractors as defined in Section 1.31 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

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

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

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

1.31 Worker's Compensation Insurance

1.31.1 Definitions:

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

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

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

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

1.31.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.30 above.

- 1.31.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.31.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 1.31.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 1.31.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.31.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.31.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.31.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.31.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.31.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 1.31.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 1.31.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 1.31.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 1.31.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 1.31.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 1.31.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.31.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.31.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.31.1.1 – 1.31.9.7 with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.31.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will

provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

1.32 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CST, central time, Tuesday, April 14, 2015, to:

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1001 Pearl Street, 3rd Floor
Beaumont, Texas 77701**

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

County Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

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

Offeror must submit one (1) original and five (5) exact duplicate, numbered copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

1.33 Questions

Questions may be emailed to Jamey West, Contact Specialist, at: jwest@co.jefferson.tx.us

1.34 Schedule of Events

March 9, 2015	Issuance of Request for Proposal
April 14, 2015	Deadline Submission (late proposals will not be considered)
Week of April 20, 2015	Proposals distributed to Evaluation Committee
Week of April 27, 2015	Conduct Interview/Best and Final Offer/Short List
Week of May 4, 2015	Recommendation for Award

Please note:

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

2. Response Format

2.1 Introduction

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

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Use Cost Proposal Form, Page 23)
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

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

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

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table Of Contents

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

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

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

2.7 Conflict of Interest

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

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

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

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CST, Tuesday, April 14 2015, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Operations Assessment Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and five (5) copies of the proposal should be mailed to delivered to:

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

Questions regarding proposal requirements may be submitted to Jamey West, Contract Specialist via email at **jwest@co.jefferson.tx.us**

4. Scope of Services

4.1 Objective

Jefferson County seeks a contractor to serve as a strategic consultant to perform a complete operations assessment of SMG Worldwide Entertainment and Convention Venue Management (SMG), the firm that manages Jefferson County's Ford Park Event Center. The purpose for this assessment will be to identify and provide recommendations for cost reductions, efficiency improvement, and effectiveness advances for operations.

A Jefferson County-owned property, Ford Park Event Center is located in Beaumont, Texas on Interstate Highway 10 between Houston and Lake Charles. SMG has been the sole operations management firm for the Ford Park Event Center since 2000, facilitating both the pre-opening and opening.

Opened in 2003, Ford Park Event Center offers five facilities on 221 acres including Ford Pavilion, Ford Arena, Ford Exhibit Hall, and Ford Midway, and Ford Fields.

The 14,000-seat Ford Pavilion has amenities including state-of-the-art lighting and sound, ample parking, restrooms, and food and beverage plazas.

The 8,500 seat multi-purpose Ford Arena hosts concerts, rodeos, circuses, motor sports and many other special events.

Ford Exhibit Hall has 48,000 square feet of exhibit space and is attached to the Arena, offering a combined 83,000 square feet of space. The Exhibit Hall includes eight individual meeting rooms, an 11,000 square foot lobby or pre-function space, a full-service kitchen for catering, concession stands and restrooms.

Ford Midway is home to the YMBL-sponsored South Texas State Fair, which draws an attendance of over 400,000 each year. With 9 acres of paved midway, there is plenty of room for festivals, fairs, and rodeos. Structures in Ford Midway include a 45,000 square foot practice arena, over 25,000 square feet of covered barn space and a dedicated parking area.

Ford Fields is comprised of 12, championship caliber, fast-pitch youth softball/baseball fields. Each field has hard covered stands, safety netting, and all-weather in-fields. The complex has one centralized gate, concession stands, restrooms and 1,000 on-site parking spaces. Ford Fields has synthetic turf infields on 11 of the 12 fields, to withstand the harsh Southeast Texas weather and the 10,000+ games played each year at the facility. To prevent rain-outs, Ford Fields is drainage rated at 10+ inches an hour....so no rain outs.

Since 1977, SMG has provided management services to more than 220 public assembly facilities including arenas, stadiums, theatres and performing arts centers, equestrian facilities and convention, congress and exhibition centers. With facilities across the globe, SMG manages more than 11 million square feet (1.1 million square meters) of exhibition space. SMG provides construction and design consulting, pre-opening services, venue management, sales, marketing, event booking, and programming. SMG also offers food and beverage operations through an in house catering company, SAVOR..., currently servicing more than 100 accounts worldwide.

5. Project Requirements

5.1 Objective

Each proposal must include a detailed work plan that details the Ford Park Operations Assessment that would be performed for Jefferson County. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

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

5.2 Offeror Experience

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

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

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

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

5.3 Offeror Personnel and Organization

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

- a. Full name (including full middle name);
- b. An employment history;

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

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

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

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

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

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

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

6. Proposal Evaluation and Selection Process

6.1 Introduction

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

6.2 Cost Proposal

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

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from various Jefferson County departments. The Committee shall consist of a minimum of (4) persons, and shall not exceed (7) persons.

6.4 Evaluation Criteria:

a. Responsiveness (15 % of total points).

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. Implementation Plan (25% of total points).

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the Management and Performance Review Consulting Services requested by this RFP and in managing the project.

c. Offeror Qualifications (25% of total points).

This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.

d. Personnel Qualifications (15% of total points).

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.

e. Cost of Professional Services (20% of total points). This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation to the Commissioners' Court.

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

Cost Proposal Form

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

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

Cost of Operations Assessment of Ford Park Event Center	\$
Name of Offeror:	
Signature:	
Title:	

Bidder Must Return Completed Form with Offer.

Non-Disclosure Agreement

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

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

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

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Bidder Must Return This Page With Offer

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Must Return This Page 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.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Bidder Must Return This Page 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
1. Name of person doing business with local governmental entity.	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="padding-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder Must Return This Page With Offer

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

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

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

 Printed Name of Authorized Representative

 Signature

 Title

 Date

Bidder Must Return This Page With Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR 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 Must 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 _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

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

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

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

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

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

Bidder Must 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 _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

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

this the _____ day of _____, 2015.

Notary Public in and for
the State of _____

Bidder Must Return This Page With Offer.

ATTACHMENT A

IFB 15-001/JW, Re-bid Sale of Law Books

Renick Law Firm, PLLC
 2905 Toccoa Street
 Beaumont, TX 77703
 Contact: Karen Jean
 409-895-0145 phone
 409-895-0014 fax
karen@renickfirm.com

Item Description	Bid Amount
Southwestern Reporter 1 st (vols. 11-300)	\$6.00
U.S.C.A. Constitution and Titles 1 to 50 App. w/Tables and Index (2010)	
US Code Congressional and Administrative News (Federal session laws) – 77 th Congress (1941) to 111 th Congress (2010)	
*Supreme Court Digest L.Ed (vols. 1-22) (2013)	
*U.S. Supreme Court Lawyers Edition Bound Volumes: 1 st (L.Ed. vols. 1-100)	
2nd (L.Ed.2d vols. 1-181) – ACTIVE w/2013 Annual Supp pamphlets	
*Lawyers Ed. Advanced Sheet Service	
West's Federal Practice Digest 4 th Ed. (2010)	
Federal Practice & Procedure Set (2010)	
Federal Sentencing Law & Practice Set (2011)	
West's Federal Forms Set (2010)	

*Indicates Current Set

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Renick Law Firm, PLLC
Company Name

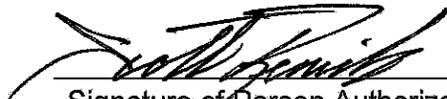
For clarification of this offer, contact:

2905 Toccoa Street
Address

Karen Jean
Name

Beaumont Texas 77703
City State Zip

895.0145 / 895.0014
Phone Fax


Signature of Person Authorized to Sign

KAREN@RENICKFIRM.COM
E-mail

Scott Renick
Printed Name

Attorney
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

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

This contract shall henceforth be referred to as Contract No. IFB 15-001/JW.

Countersigned:

Jeff R. Branick
County Judge

March 9, 2015

Date

Attest:

Carolyn L. Guidry
County Clerk



BIDDER MUST RETURN THIS PAGE WITH OFFER

**CONTRACT RENEWAL FOR IFB 12-010/KJS
TERM CONTRACT FOR CRUSHED SLAG & ASPHALT PRODUCTS
FOR JEFFERSON COUNTY**

The County entered into a contract with Martin Asphalt Company for one (1) year, from April 30, 2012 to April 29, 2013, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from April 27, 2015 to April 26, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS



Carolyn L. Guidry, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Martin Asphalt Company



(Name)

ATTACHMENT B

(IFB 14-032/JW)

Term Contract for Paper Stock & Envelopes for Jefferson County

Proposed Price Increases (Located in Section IV, No Carbon Required Paper)

I. Paper Stock

Page 1 of 5

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	Suzano One	\$5.85	5,000	\$29.35	Olmsted-Kirk Paper Co.
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	IP Tidal	\$6.70	5,000	\$33.50	Olmsted-Kirk Paper Co.
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	IP Tidal	\$8.52	5,000	\$42.60	Olmsted-Kirk Paper Co.
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	IP Tidal	\$13.40	2,500	\$33.50	Olmsted-Kirk Paper Co.
5	24 lb. Bond Paper, long grain, white 8½x11, Paper grade: Laser Print #1	IP Hammermill	\$10.10	5,000	\$50.50	Olmsted-Kirk Paper Co.
6	24 lb. Bond Paper, long grain, white 8½x14, Paper grade: Laser Print #1	IP Hammermill	\$12.82	5,000	\$64.10	Olmsted-Kirk Paper Co.
7	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4	Domtar Earth Choice Note: Peach not available – substitute w/salmon	\$8.07	5,000	\$40.35	Bosworth Papers, Inc.
8	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4	Domtar Earth Choice Note: Peach not available – substitute w/ salmon	\$10.85	5,000	\$54.25	Bosworth Papers, Inc.
9	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	Domtar Earth Choice	\$8.07	5,000	\$40.35	Bosworth Papers, Inc.
10	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	Domtar Earth Choice	\$10.85	5,000	\$54.25	Bosworth Papers, Inc.

ATTACHMENT B (Continued)

(IFB 14-032/JW), Term Contract for Paper Stock & Envelopes for Jefferson County

Proposed Price Increases (Located in Section IV, No Carbon Required Paper)**I. Paper Stock (Continued)**

Page 2 of 5

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
11	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	Neenah Atlas	\$17.61	5,000	\$88.05	Olmsted Kirk Paper Co.
12	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	Neenah Atlas	\$36.50	5,000	\$182.50	Olmsted Kirk Paper Co.

II. Card Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
13	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Earth Choice	\$15.32	2,000	\$30.64	Bosworth Papers, Inc.
14	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Earth Choice Note: Aqua not available.	\$16.23	2,000	\$32.46	Bosworth Papers, Inc.
15	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	Hammermill Bond	\$8.83	5,000	\$44.15	Bosworth Papers, Inc.
16	8½x14 100 lb. manila Springhill tag	IP Springhill	\$40.90	2,000	\$81.80	Olmsted Kirk Paper Co.
17	8x8 110 lb. Springhill index white	IP Springhill	\$27.50	2,000	\$55.00	Olmsted Kirk Paper Co.
18	Hammermill accent opaque 28/70 lb. white – vellum finish, long grain, 8½x11	Lynx Domtar	\$10.49	4,000	\$41.96	Bosworth Papers, Inc.
19	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	Neenah Astrobrights	\$15.90	5,000	\$79.50	Bosworth Papers, Inc.

ATTACHMENT B (Continued)

(IFB 14-032/JW), Term Contract for Paper Stock & Envelopes for Jefferson County

Proposed Price Increases (Located in Section IV, No Carbon Required Paper)**II. Card Stock (Continued)**

Page 3 of 5

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
20	#80 8½x11 Classic Crest Avon Brilliant White	Neenah Classic Crest	\$60.45	2,000	\$120.90	Olmsted Kirk Paper Co.
21	#80 8½x11 Classic Crest Avon Ivory	Neenah Classic Crest	\$61.44	2,000	\$122.88	Olmsted Kirk Paper Co.
22	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11	Neenah Starwhite	\$38.64	2,000	\$77.28	Olmsted Kirk Paper Co.

III. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
23	24 lb. catalog envelopes 10"x13" white woven	Cenveo OKCO	\$56.30	500	\$28.15	Olmsted Kirk Paper Co.
24	28 lb. white catalog envelopes 9"x12"	Cenveo OKCO	\$47.22	500	\$23.60	Olmsted Kirk Paper Co.
25	15"x10" brown kraft gummed flap document env. 32#	Cenveo	\$44.31	100	\$443.12	Olmsted Kirk Paper Co.
26	#9 window envelopes – 24 lb. white wove	Cenveo OKCO	\$18.00	2,500	\$45.00	Olmsted Kirk Paper Co.
27	#9 regular envelopes – 24 lb. white wove	Cenveo OKCO	\$15.50	2,500	\$38.75	Olmsted Kirk Paper Co.
28	#10 window env. – 24 lb. white wove (hard boxes)	Cenveo OKCO	\$18.00	2,500	\$45.00	Olmsted Kirk Paper Co.
29	#10 regular env. – 24 lb. white wove (hard boxes)	Cenveo OKCO	\$15.50	2,500	\$38.75	Olmsted Kirk Paper Co.
30	#11 window envelopes – 28 lb. white wove	Cenveo OKCO	\$137.12	2,500	\$342.80	Olmsted Kirk Paper Co.
31	#11 regular envelopes – 28 lb. white wove	Cenveo	\$104.70	2,500	\$261.75	Olmsted Kirk Paper Co.
32	#12 window envelopes – 24 lb. white wove	Cenveo	\$48.50	2,500	\$121.25	Olmsted Kirk Paper Co.
33	#12 regular envelopes – 24 lb. white wove	Cenveo	\$44.56	2,500	\$111.40	Olmsted Kirk Paper Co.

ATTACHMENT B (Continued)

(IFB 14-032/JW), Term Contract for Paper Stock & Envelopes for Jefferson County

Proposed Price Increases (Located in Section IV, No Carbon Required Paper)**III. Envelopes (Continued)**

Page 4 of 5

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
34	#10 brown kraft envelopes – 28 lb.	Bosworth Papers, Inc.	\$25.72	2,500	\$64.30	Bosworth Papers, Inc.
35	#12 brown kraft envelopes – 28 lb.	Cenveo	\$57.86	2,500	\$144.65	Olmsted Kirk Paper Co.
36	#14 brown kraft envelopes – 28 lb.	Cenveo	\$114.30	2,500	\$285.75	Olmsted Kirk Paper Co.
37	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	Cenveo Springhill	\$24.00	2,500	\$60.00	Olmsted Kirk Paper Co.

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheet s per case	Unit Price Per Case	Vendor	PROPOSED PRICE INCREASES
38	8½x11 CFB white-black image long grain	Appvion NCR	\$26.05	5,000	\$130.25	Olmsted Kirk Paper Co.	\$27.61 per M \$138.05 per case
39	8½x14 CFB white-black image long grain	Appvion NCR	\$33.11	5,000	\$165.55	Olmsted Kirk Paper Co.	\$35.10 per M \$175.50 per case
40	8½x11 2-part black image carbonless reverse collated	Appvion NCR	\$19.18	5,000	\$95.90	Olmsted Kirk Paper Co.	\$20.33 per M \$101.65 per case
41	8½x11 Mead 3-part black image carbonless rev. coll.	Appvion NCR	\$21.58	5,000	\$107.90	Olmsted Kirk Paper Co.	\$22.87 per M \$114.35 per case
42	8½x11 Mead 4-part black image carbonless rev. coll.	Appvion NCR	\$23.07	5,000	\$115.35	Olmsted Kirk Paper Co.	\$24.45 per M \$122.25 per case
43	8½x11 Mead 5-part black image carbonless rev. coll.	Appvion NCR	\$23.72	5,000	\$118.60	Olmsted Kirk Paper Co.	\$25.14 per M \$125.70 per case
44	8½x14 Mead 2-part black image carbonless rev. coll.	Appvion NCR	\$24.40	5,000	\$122.00	Olmsted Kirk Paper Co.	\$25.86 per M \$129.30 per case
45	8½x14 Mead 3-part black image carbonless rev. coll.	Appvion NCR	\$27.42	5,000	\$137.10	Olmsted Kirk Paper Co.	\$29.07 per M \$145.35 per case

ATTACHMENT B (Continued)

(IFB 14-032/JW), Term Contract for Paper Stock & Envelopes for Jefferson County

Proposed Price Increases (Located in Section IV, No Carbon Required Paper)**IV. No Carbon Required Paper (Continued)**

Page 5 of 5

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor	PROPOSED PRICE INCREASES
46	8½x14 Mead 4-part black image carbonless rev. coll.	Appvion NCR	\$29.33	5,000	\$146.65	Olmsted Kirk Paper Co.	\$31.10 per M \$155.50 per case
47	8½x14 Mead 5-part black image carbonless rev. coll.	Appvion NCR	\$30.22	5,000	\$151.10	Olmsted Kirk Paper Co.	\$32.03 per M \$160.15 per case
48	8½x11 Astro Bright Text, 60T	Neenah Astrobrights	\$15.90	5,000	\$79.50	Bosworth Papers, Inc.	No Increase
49	8½x11 Astro Bright Cover, 65C	Neenah Astrobrights	\$25.22	2,000	\$50.44	Olmsted Kirk Paper Co.	No Increase

V. Specialty Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
50	36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock	Neenah Weston	\$90.06	2,000	\$180.12	Olmsted Kirk Paper Co.

Bosworth Papers, Inc.

10425 Okanella St., Ste 600

Houston, TX 77041

Contact: Maureen Shields

MShields@bosworthpapers.com

customerservice@bosworthpapers.com

713-460-5060 phone

713-460-2037 fax

Olmsted Kirk Paper Co.

1601 Valley View

Dallas, TX 75234

Contact: Alan Proctor

aproctor@okpaper.com

214-637-7146 phone

214-537-2131 fax

ATTACHMENT C**IFB 10-039/KJS****Term Contract for Trash Container Service for Jefferson County****Awarded: July 26, 2010****Proposed Price Decreases****Item I. Standard Waste Containers - Vendor: Waste Management**

Location	Qty	Cap (CY)	Frequency of Service	Current Price per Month	
Airport - Main Terminal	1	8	1 day/week	\$81.18	
Airport - Fuel Service	1	8	1 day/week	\$81.18	
Airport – Maintenance Shop	1	8	1 day/week	\$81.18	
Jefferson County Annex I	1	10	5 days/week	\$441.40	
Jefferson County Annex II	1	10	5 days/week	\$441.40	
Jefferson County Annex IV	1	10	5 days/week	\$441.40	
Correctional Facility	1	40	1 day/week	\$1,988.11	Note: This location is a "roll off" haul location. Pricing is estimated (based on prior usage).
Correctional Facility	1	4	2 days/week	\$133.89	
Mosquito Control	1	8	1 day/week	\$81.18	
Women's Center	1	10	1 day/week	\$88.28	
JC Pct. 2 Service Center	1	8	1 day/week	\$81.18	
Mid-County Office Building	1	8	1 day/week	\$81.18	
Justice of the Peace – Pct 4	1	6	1 day/week	\$74.39	
JC Pct. 4 Service Center	1	4	1 day/week	\$64.17	
Juvenile Justice Center	1	10	5 days/week	\$441.40	
Ford Park Baseball Field	2	20	1 day/week	\$2,733.68	Note: This location is a "roll off" haul location. Pricing is estimated (based on prior usage).

ATTACHMENT C (Continued)**IFB 10-039/KJS, Term Contract for Trash Container Service for Jefferson County
Proposed Price Decreases****Item I. Standard Waste Containers (Continued) - Vendor: Waste Management**

Location	Qty	Cap (CY)	Frequency of Service	Current Price per Month
Ford Park Arena	1	40	1 day/week	\$1,714.75
JC Visitors Center	1	8	1 day/week	\$81.18
JC Pct. 1 Service Center	1	4	1 day/week	\$67.25
Sheriff's Dept. – Narcotics Division	1	4	1 day/week	\$67.25
JC Service Center	1	8	1 day/week	\$81.18

Item II. Compactor - Vendor: Waste Management

Location	Qty	Cap (CY)	Frequency of Service	Current Price per month	
Airport – Maintenance	1	30	1 day/week	\$1,911.70	Note: This location is a "roll off" haul location. Pricing is estimated (based on prior usage).
Correctional Facility	1	30	1 day/week	\$1,939.81	Note: This location is a "roll off" haul location. Pricing is estimated (based on prior usage).
Ford Park Arena	1	30	1 day/week	\$1,714.75	Note: This location is a "roll off" haul location. Pricing is estimated (based on prior usage).

Item III. Cardboard Recycling – Vendor: Waste Management

Location	Qty	Cap (CY)	Frequency of Service	Current Price per month
Ford Park Arena	1	8	as needed "will call"	\$42.41

ATTACHMENT C (Continued)**IFB 10-039/KJS, Term Contract for Trash Container Service for Jefferson County
Proposed Price Decreases****Item IV. Biomedical Waste Containers –****Proposed New Vendor: Excel Medical Waste Disposal**

Location	Qty	Cap (Lb.)	Frequency of Service	Current Price per month	Proposed Price per Month
Public Health Dept - Bmt	1	30	1 day/month	\$69.89	\$68.40
Public Health Dept - PA	1	30	1 day/month	\$69.89	\$68.40
JC Crime Lab	6	30	1 day/month	\$419.35	\$410.40
JC Employee Health	1	30	1 day/month	\$69.89	\$68.40
Adult Probation (Pt Arthur)	1	30	1 day/month	\$69.89	\$68.40
Community Supervision	1	30	1 day/month	\$69.89	\$68.40
Women's Center	1	30	1 day/month	\$69.89	\$68.40
Juvenile Justice Center	1	30	1 day/month	\$69.89	\$68.40
Unscheduled Pick Up Fee: \$90.00					

Waste Management**Contact for Contract Inquiries: Ms. Terry Woodson**

1901 Afton
Houston, TX 77055
713-423-1762 phone
713-286-7445 fax
twoodson@wm.com

Contact for Service (Local Office): Mr. Mike Wilson

2175 W. Cardinal Drive
Beaumont, TX 77705
409-951-2910 phone
409-842-4965 fax

Contact for Billing Inquiries: Ms. Andrea Bonenberger

214-513-8675 phone
ABonenbe@wm.com

Excel Medical Waste Disposal

PO Box 690047
Houston, TX 77269
888-738-0833 phone
866-893-6947 fax
Contact: Lee McMorries, Regional Account Executive
lmcMorries@excelmedicalwaste.com



Service Agreement

Excel Medical Waste Disposal
PO Box 690047
Houston, TX 77269

888-738-0833 Toll Free
866-893-6947 Toll Free Fax

Account Type: WM Renewal
Account # 1284-0001 to 0008

Service Address

Name	*See Attachment Provided		
Address			
City	State	Zip	
Phone	Fax		

Primary Customer Contact

Name	*See Attachment Provided		
Title			
Phone			
E-mail			

Billing Information

Name	Jefferson County Auditor's Office		
Address	1149 Pearl Street, 7 th Floor		
City	Beaumont	State	TX Zip 77701
Contact	Deborah L. Clark	Phone	409.835.8593
Email	syphrett@co.jefferson.tx.us		

Additional Information

Office Hours	
Holidays Closed	Standard
Tax Exempt #	
Purchase Order	
Affiliation	

<input checked="" type="checkbox"/> Regulated Medical Waste Service	Containers included per stop: 1 *Crime Lab, 6 containers at \$410.40/mo.	Additional Containers: \$68.40	Frequency: Every 4 Weeks
Monthly Service Fee (for all checked services above, 1 RMW container): \$68.40	Set-Up Fee: N/A	Unscheduled Pick Up Fee: \$90.00	

Contract Effective Date: 03.09.15 ← Billing begins on this date **Requested Date of First Pickup:** Continue as Scheduled

- Term and Renewal:** Subject to the provisions below, the term ("Term") of this Agreement shall expire effective July 22nd of 2015. This Agreement shall not renew for successive term(s).
- By signing below the representative of each party acknowledge that he/she is an authorized officer or agent of his/her respective party and has the full authority to bind its respective party to this agreement and its terms and conditions that are incorporated in this Agreement. Please read carefully before signing this agreement. This agreement is void where prohibited by applicable law.

[Signature] March 9, 2015
 Customer Signature & Date
JEFF BRONICK COUNTY JUDGE

[Signature] 03.09.15
 Printed Name & Title
 Excel Medical Waste Representative Signature Date
 Lee McMorries, Regional Account Executive; 03.09.15

Printed Name & Date

Credit Card Automatic Payment Authorization: I authorize a periodic automatic payment from the credit card account listed below for service provided under this contract. I understand that I may cancel this automatic payment authorization by providing 15 days written notice prior to the payment due date at the address above.

Type (Amex, Visa, MC, Discover): *
 Cardholder's Name: *
 Credit Card Number: *
 Card Expiration (MM/YY): *
 Cardholder's Signature: *

ATTEST DATE 3/9/15

Terms and Conditions

1. Medical Waste Services:

- A. "Infectious Waste"**, as used in this Agreement, means: Isolation waste, cultures and stocks of infectious agents and associated biological human blood and blood products, pathological waste, trace chemotherapy waste, contaminated sharps, waste from surgery and autopsy, miscellaneous laboratory waste, dialysis or disposable linen substitutes and any other waste defined as "infectious waste", "medical waste", "biohazardous waste" or any similar terminology under applicable laws or regulations. "Infectious Waste" shall NOT include: hazardous or toxic fluids, research or productive mycotoxins, heavy metals (lead or mercury), bulk chemicals or reagents, volatiles, explosives, pressurized containers, fetal and anatomical remains, bulk chemotherapy waste, radioactive waste, and all hazardous waste as defined in any applicable federal, state or local laws or regulations or any other items or materials not specifically included within the definition of infectious wastes set forth previously.
- B.** EXCEL will pick up all of the Customer's infectious waste in a manner consistent with the applicable federal, state and local laws and regulations and according to a schedule agreed upon by the parties in accordance with the customer's disposal needs as itemized in the attached Service Agreement /Service Terms. This schedule may, from time to time, be changed by mutual consent in writing to reflect changes in operating conditions of either party. All infectious wastes picked up from customer will be transported to a licensed and/or permitted medical waste treatment facility where waste materials will be treated either by steam sterilization (autoclaving) or incineration in accordance with all applicable federal, state or municipal regulations. Treated medical waste will then be disposed of in a permitted sanitary landfill.
- C.** Waste Protocol: EXCEL will provide containers for the transport of infectious waste. The Customer will compensate EXCEL in accordance with the Service Terms. The Customer will ensure that all infectious waste deposited in the containers conforms to all local, state and federal regulations and is packaged, segregated, and labeled in appropriate containers; i.e. pathological waste packaged in labeled boxes, chemotherapy waste in labeled containers, etc. in conformity with applicable local, state and federal regulations. EXCEL may at its sole discretion refuse to collect containers that are improperly packaged, labeled, or wet or leaking. To ensure compliance with packaging requirements and safety of EXCEL employees, EXCEL reserves the right to charge a minimum overweight penalty of \$.65 per lb. when weights exceed the following: Cart - 90lbs., Tub - 45lbs., and Box - 45lbs.
- D.** EXCEL will provide the Customer the documentation required by local, state and federal agencies and maintain the associated records for a period of three (3) years or longer as required by the local, state and federal law. When permissible by respective state regulations, EXCEL reserves the right to provide documentation electronically and may charge a fee to return the original manifest.

2. Hold Harmless/Indemnification:

- A.** EXCEL will indemnify and hold harmless the Customer, its agents and employees from all liability, claims, actions and costs arising from wrongful acts or omissions of EXCEL, its agents, servants, employees or subcontractors, including the cost of defense and attorney's fees.
- B.** Customer will indemnify and hold harmless EXCEL, its agents and employees from all liability, claims, actions, and costs arising from Customer's breach of this Agreement or the wrongful acts or omissions of the Customer, its agents, servants, employees or subcontractors, including the cost of defense and attorney's fees.
- 3. Termination:** EXCEL or Customer shall have the right to terminate this Agreement as of the end of the initial term or successive term effective upon sixty (60) days prior written notice by certified mail. Termination of Agreement due to bankruptcy or business closure shall require a (60) day prior written notice by Certified Mail, and may be subject to debtor claim. Customer change of ownership shall require a (60) day prior written notice by Certified Mail, and subsequent ownership will assume the Agreement to full term. Termination of Agreement by Customer for reasons other than stated shall require a (60) day prior written notice by Certified Mail and be subject to penalty of full remaining term payment.
- 4. Adjustments:** Because disposal, fuel, and transportation costs constitute a significant portion of the cost of EXCEL's service provided hereunder, Customer agrees that EXCEL may increase the rate hereunder proportionally to adjust for any increase in such costs. Customer agrees that EXCEL may also increase rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that EXCEL may also proportionally pass through to Customer any increases in taxes, fees or other governmental charges assessed against or passed through to EXCEL (other than income or real property taxes).
- 5. Service Changes:** Changes to the type, size and frequency of service with corresponding adjustments to the rates, may be made by the mutual agreement of both parties, evidenced either in writing or by the practices and the actions of the parties, without affecting the validity of this agreement and this agreement shall be deemed amended accordingly. The Customer will incur a "No Waste Stop Charge" (equal to their current container rate or \$50 whichever is greater) in the event that no waste is available to be picked up by EXCEL during a scheduled service as itemized in the Service Terms. The "No Waste Stop Charge" applies if scheduled service is NOT cancelled by the Customer a minimum of 48 hours in advance and will be charged at EXCEL's discretion.
- 6. Entire Agreement:** This Agreement embodies the whole agreement of the parties including EXCEL off-site services. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

7. Governing Law: This Agreement shall be governed by the laws of the State of Texas without regard to Conflict of Laws provisions.

8. Binding Arbitration: Disputes arising under this Agreement, which cannot be resolved by and between the parties, shall be submitted to binding arbitration in the Harris County, Texas, and arbitrated in accordance with the rules of the American Arbitration Association.

9. Assignment: EXCEL may assign any or all of its rights and duties under this Agreement at any time upon written notification to the Customer. The Customer may assign its rights or duties under this Agreement with the prior written consent of EXCEL.

10. Notices: All notices which may be or are required to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, transmitted by email, transmitted by telecopy, or mailed by certified first class mail, postage prepaid, return receipt requested, to the parties at the fax number or mailing address set out on the first page of this Agreement.

11. Excel Compliance Premier Plus: Customers choosing Excel Compliance Premier Plus will receive annual OSHA Audits to ensure facility is ready for an audit, Annual BBP and HIPAA training conducted on site annually. Plus Compliance NOW this provides online access to the following products:

MSDS – The complete MSDS database

CFR –The complete CFR database

Federal Register –The complete Federal Register Database

ICD-9 – The complete ICD-9 Database, ICD-10 – The complete ICD-10 Database, ICD-9 to ICD-10 Conversion – The complete ICD-9 to ICD-10 Conversion program

Safety Plans – The complete set of Safety Plans, Safety Audits – The complete set of Safety Audits

Bloodborne Pathogens Training – Bloodborne training program (ten sessions per year)

Each Excel Compliance NOW customer will be given ten (10) training sessions (credits) each calendar year that expire at the end of the year they were issued. Excel

Compliance NOW customers will be given the opportunity to purchase additional training sessions.

Excel Medical Waste/Jefferson County Master Account List

Account # 1284-0001**Jefferson County Women's Center (formerly Restitution Center)**

145 South 11th Street

Beaumont, TX 77702

Contact: Kim Atkins, Program Director

409.434.5478

katkins@co.jefferson.tx.us

Regulated Medical Waste Service: Every 4 Weeks

Account # 1284-0002**Jefferson County Public Health Unit II**

246 Dallas Avenue

Port Arthur, TX 77640

Contact: Wayne Morris, Administrative Director

409.983.8380

wmorris@co.jefferson.tx.us

Regulated Medical Waste Service: Every 4 Weeks

Account # 1284-0003**Jefferson County Crime Lab**

5030 Highway 69 South

Beaumont, TX 77705

Contact: Linda Johnson, Director

409.726.2577

ljohnson@co.jefferson.tx.us

Regulated Medical Waste Service: Every 4 Weeks

Account # 1284-0004

Jefferson County Employee Health

1225 Pearl Street, Suite 146 – A

Beaumont, TX 77701

Contact: Leslie Little, Director

409.784.5881

llittle@co.jefferson.tx.us

Regulated Medical Waste Service: Every 4 Weeks

Account # 1284-0005

Minnie Rogers Juvenile Justice Center

5326 Highway 69 South

Beaumont, TX 77705

Contact: Ed Cockrell, Chief Juvenile Probation Officer

409.983.8370

ecockrell@co.jefferson.tx.us

Regulated Medical Waste Service: Every 4 Weeks

Account # 1284-0006

Juvenile Justice Center – Port Arthur Office

900 4th Street

Port Arthur, TX 77640

Contact: Ed Cockrell, Chief Juvenile Probation Officer

409.983.8370

ecockrell@co.jefferson.tx.us

Regulated Medical Waste Service: Every 4 Weeks

Account # 1284-0007

Jefferson County Community Supervision

820 Neches Street

Beaumont, TX 77701

Contact: Jerry Johnson, Director

409.951.2253

johnson@co.jefferson.tx.us

Regulated Medical Waste Service: Every 4 Weeks

Account # 1284-0008

Jefferson County Adult Probation

246 Dallas Avenue

Port Arthur, TX 77640

Contact: Dianna Columbus, Supervisor

409.983.8367

dcolumbus@co.jefferson.tx.us

Regulated Medical Waste Service: Every 4 Weeks



Texas General Land Office Disaster Recovery

Construction Contract Change Order Request Form

Engineer: Carroll & Blackman, Inc. 3120 Fannin Street Beaumont, Texas 77701 Phone No.: 409-833-3363	Owner (Contractor Locally): Jefferson County 1149 Pearl Street Beaumont, Texas 77701 Phone No.: 409-835-8500	Contractor: MK Constructors 2486 N. Street Vidor, Texas 77862 Agreement Date: 11/12/13 Phone No.: 409-769-0089	
Date: Project Code No.: P00939 Bid Package No.: 10402-1_BID4	Contract For (Project Description): Drainage District No. 7 Ditch Improvement, Main "B" Diversion	GLO Contract No.: DRS010210 Change Order No.: 3	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
1	Add one (1) 60" ADS RCP Adapter/Coupler and 40 LF of 60" ADS N-12 pipe to extend the existing 60" RCP		\$22,918.00
2	Installation of four (4) new concrete wingwalls at the four corners of the bridge to prevent water runoff from eroding/undermining the concrete retaining wall and bridge abutments.		\$36,176.00

3	Installation of 150 LF of T631 LS galvanized traffic rail with buffer end sections on the new bridge		\$15,377.00
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price:	\$2,961,035.00	Original Contract Time:	200 working days
Previous Change Order(s): No. 1 to No. 2	\$78,578.03	Net Change From Previous Change Orders:	17 days
Contract Price Prior to this Change Order:	\$3,041,600.00	Contract Time Prior to this Change Order:	217 working days
Net Increase/Decrease of this Change Order:	\$74,471.00	Net Increase/Decrease of this Change Order:	45 days
Contract Price With all Approved Change Orders:	\$3,116,071.00	Contract Time With all Change Orders:	262 working days
Cumulative Percent Change in Contract Price (+/-): +5.24%		Grantee Contract End Date: (mm/dd/yy)	12 / 31 /15
Construction Contract Start Date: (mm/dd/yy)	12 / 02 /13	Construction Contract End Date: (mm/dd/yy)	04 / 10 /15

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
 * This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.

RECOMMENDED:

By: [Signature]
ENGINEER

Date: 3/2/15

APPROVED:

By: [Signature]
OWNER
Jeffery Branick
Jefferson County Judge

Date: March 9, 2015

ACCEPTED:

By: [Signature]
CONTRACTOR

Date: 3.2.15

ATTEST
DATE



JUSTIFICATION FOR CHANGE

1. Will this Change Order increase or decrease			
the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total _____	L/M _____	
2. Effect of this change on scope of work:			
	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No-Change
3. Effect on operation and maintenance costs:			
	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices			
found in the original bid?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "No", explain: Change order is to cover items not anticipated in the original bid and found in field once construction began.			
5. 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?			
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ)			
clearance still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
7. Is the TCEQ permit approval still valid? (sewer projects only)			
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
8. Are the handicapped access requirements/approval			
still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Are other Disaster Recovery contractual special condition clearance			
still valid?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(If no, specify):			

NOTE:

Construction Contract Change Order Request Form
CDBG Disaster Recovery Program

Page 2 of 3
May 2012

- * Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% decrease for counties).

Customer Site Name: N/A
Customer Site ID: N/A

Crown Site Name: TX PINE ISLAND CCI
Crown Business Unit: 800170
License Number: 83391
Amendment Number: 450362

SECOND AMENDMENT TO TOWER LICENSE AGREEMENT

This Second Amendment to Tower License Agreement (this "Amendment") is made this _____ day of March 9, 2015, by and between Crown Communication LLC, a Delaware limited liability company d/b/a Crown Comm LLC in the state of Texas (Crown Communication Inc., a Delaware corporation, formerly known as Crown Comm Inc. in the state of Texas, was converted pursuant to Delaware law to Crown Communication LLC, effective December 31, 2010) ("Crown") and Jefferson County, Texas, a county government entity ("Customer").

RECITALS:

WHEREAS, Crown (and/or certain of its affiliates and/or predecessors-in-interest) and Customer (and/or certain of its affiliates and/or predecessors-in-interest) entered into a certain Tower License Agreement dated May 17, 2004, as may have been previously amended and/or assigned, and as may be subject to any master agreement or any other agreement(s) pertaining thereto (collectively, the "Co-Location Agreement"), whereby Customer leases or licenses from Crown certain space at a telecommunications facility known as TX Pine Island CCI, Crown BU# 800170 (the "Site"); and

WHEREAS, on January 26, 2015, Crown and Customer entered into a certain First Amendment to Tower License Agreement (the "First Amendment"), which First Amendment amended the Co-Location Agreement; and

WHEREAS, Crown and Customer desire to amend the Co-Location Agreement pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. **Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the Co-Location Agreement.

2. **Delete and Replace.** Notwithstanding the date of this Amendment, and effective as of the date of full execution of the First Amendment, Section 2 of the First Amendment is hereby deleted in its entirety and replaced and superseded by and with the following:

"Term Extension. The term of the Co-Location Agreement that expired or is scheduled to expire on June 30, 2014 (the "Term") shall be extended, or shall be deemed to have been extended, commencing effective as of the expiration of said Term as set forth in the Co-Location Agreement (the "Extension Commencement Date"), and expiring on June 30, 2024 (the "Extension Expiration Date")."

3. **Modifications to Equipment.** Notwithstanding anything to the contrary in the Co-Location Agreement, Customer shall apply to make modifications to its equipment by submitting an application form to Crown (as such form may be amended by Crown from time to time). A structural analysis, AM detuning study or an intermodulation study may be required by Crown in connection with a proposed modification, and Customer will be liable for the cost thereof. Any approved modification shall be evidenced by an amendment to the Co-Location Agreement, and the approved application, together with a tower level drawing and site plan (as required by Crown), describing all of Customer's permitted equipment and the locations thereof, shall be exhibits to said amendment.

Prepared by: C. McCullough
Prepared on: 2/23/2015
Revised on:
SLA_TLA Renegotiation Amendment Template Version: 2/16/11

App Rev #: 0
LRF Rev #: 1

Template Version: 2/11/15

Customer Site Name: N/A
Customer Site ID: N/A

Crown Site Name: TX PINE ISLAND CCI
Crown Business Unit: 800170
License Number: 83391
Amendment Number: 450362

4. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the Co-Location Agreement is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the Co-Location Agreement and this Amendment, the terms of this Amendment shall control. Each reference in the Co-Location Agreement to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

Prepared by: C. McCullough
Prepared on: 2/23/2015
Revised on:
SLA_TLA Renegotiation Amendment Template Version: 2/16/11

App Rev #: 0
LRF Rev #: 1

Template Version: 2/11/15

Customer Site Name: N/A
Customer Site ID: N/A

Crown Site Name: TX PINE ISLAND CCI
Crown Business Unit: 800170
License Number: 83391
Amendment Number: 450362

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

CROWN:

Crown Communication LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Execution Date: _____

CUSTOMER:

Jefferson County, Texas,
a county government entity

By: _____

Print Name: Jeff Branck

Title: County Judge

Execution Date: 03/09/2015



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: March 4, 2015

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

March 9, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
172nd DISTRICT COURT	CANON MP22D ADDING MACHINE		13108
172nd DISTRICT COURT	HP LASERJET PRINTER 2420	CNGKJ75377	
172nd DISTRICT COURT	HP LASERJET PRINTER 5	USKB147013	
172nd DISTRICT COURT	SECRETARY CHAIR		13134
172nd DISTRICT COURT	SECRETARY CHAIR		13079
172nd DISTRICT COURT	EXECUTIVE JUDGE'S CHAIR		13190
<i>contact person: Donna Henry</i>			
COUNTY CLERK	BROTHER INTELLIFAX 2820 FAX MACHINE	211581	3910
<i>contact person: Theresa Goodness</i>			
9th COURT OF APPEALS	JUDGE'S CHAIR		19894
9th COURT OF APPEALS	JUDGE'S CHAIR		19895
9th COURT OF APPEALS	JUDGE'S CHAIR		19896
<i>contact person: Carolanne Harley</i>			
CRIME LAB	VWR SCIENTIFIC EXPLOSION PROOF REFRIGERATOR		6790
CRIME LAB	ZEBRA TLP2844 BARCODE PRINTER		32263
CRIME LAB	ZEBRA TLP2844 BARCODE PRINTER		33447
<i>contact person: Brandy Henley</i>			
DISTRICT CLERK	CHAIR		23150
<i>contact person: Helen Bieleck</i>			
DISTRICT ATTORNEY	METAL CART		2204
DISTRICT ATTORNEY	2-DRAWER FILING CABINET		
<i>contact person: Dan'na Vincent</i>			

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

March 9, 2015

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
J.P. PCT. 2	LEXMARK RECEIPT PRINTER		30699
<i>contact person: Linda Martinez</i>			
SHERIFF - TRAINING	SCANTRON 8889		18013
SHERIFF - TRAINING	SCANTRON 8889		22896
<i>contact person: Valarie Falcon</i>			
TAX - MID COUNTY	BLACK CUSHIONED CHAIR		31291
TAX - MID COUNTY	BLACK CUSHIONED CHAIR		31264
TAX - MID COUNTY	BLACK CUSHIONED CHAIR		31267
TAX - MID COUNTY	BLACK CUSHIONED CHAIR		31269
TAX - MID COUNTY	BLACK CUSHIONED CHAIR		
TAX - MID COUNTY	CANON CALCULATOR P126D		24134
TAX - MID COUNTY	CANON CALCULATOR P126D		22777
TAX - MID COUNTY	CANON CALCULATOR P126D		24141
TAX - MID COUNTY	CANON CALCULATOR P126D		22776
TAX - MID COUNTY	CANON CALCULATOR P1250D	20017515	
TAX - MID COUNTY	UNITY PHONE SET		
TAX - MID COUNTY	BROTHER EM-530 TYPEWRITER		32687
TAX - MID COUNTY	STATIONARY CHAIR, GREEN		24167
TAX - MID COUNTY	STATIONARY CHAIR, GREEN		24165
TAX - MID COUNTY	SMALL BLACK CUSHIONED CHAIR		
<i>contact person: Tracy Knight</i>			

Approved by Commissioners' Court: _____

Change Order

No. 1

Date of Issuance: 3-9-15 Effective Date: 3-9-15

Project: Keith Lake Fish Pass Baffle	Owner: Jefferson County	Owner's Contract No.: IFB 14-045/JW
Contract:		Date of Contract: 11-17-14
Contractor: Shirley & Sons Construction Co., Inc.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: To add an item for the placement of 1,460 tons of armor stone along the channel through the baffle at an additional cost of \$376,774 with no change in Contract Time.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE: CHANGE IN CONTRACT TIMES:

Original Contract Price: \$2,437,349.74
Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order: \$2,437,349.74
Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order: \$376,774.00
[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order: \$2,814,123.74
Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED: By: Steve Lifford Engineer (Authorized Signature) Date: 3-6-15
ACCEPTED: By: Jeff A. Blanton Jefferson County Judge Date: March 9, 2015
ACCEPTED: By: Mark Wells Contractor (Authorized Signature) Date: 3-5-15
Approved by Funding Agency (if applicable): _____ Date: _____

ATTEST DATE 3/9/15


**AGENDA ITEM****March 9, 2015**

Consider, possibly approve, and authorize the County Judge to execute an Office Lease between Jefferson County and Heli-Works, LLC for office space at Jack Brooks Regional Airport.”

THE STATE OF TEXAS }
 COUNTY OF JEFFERSON }

OFFICE SPACE
LEASE AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and Heli-Works, LLC, doing business in the State of Texas, made and entered into this 9th day of March, 2015.

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS, Heli-Works, LLC, hereinafter called "Lessee", is qualified to do business in the State of Texas and desires to enter a Office Rental Agreement with the Lessor for the purpose of leasing office space with the understanding that the scope of business operations permitted by this agreement is limited to an office. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport.

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises.** Lessor hereby leases to the Lessee exclusive space as depicted on the attached Exhibit "A", located at the airport, known as 4875 Parker Drive, Beaumont Tx 77705, and surrounding parking lot, driveway, and yard.
2. **Rate.** For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "4875 Parker Drive" containing 2,225 square feet, more or less, of office space at an annual rate of \$3,600.00 (\$300.00/month) for the first year. After the expiration of the initial term Lessee agrees to an annual rate of \$12,000.00 (\$1,000.00/month).
3. **Terms.** This agreement shall become effective March 9th, 2015, and shall be for a one (1) year period with the option of extending for two (2) additional one (1) year periods; however, at the end of

any lease period, Jefferson County reserves the right to reject the exercise of any option if necessary to take back any or all of the property for the County's use.

4. **Rentals.** Lessee covenants and agrees to pay to Lessor rental, when due, as described in section 2 above. Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, the State of Texas, the Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the airfield, hangar and office space, its use or occupancy.
5. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall be assessed a **\$50.00** late fee.
6. **Taxes.** Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.
7. **Prohibited Uses.** Without first obtaining Lessor's written consent, Lessee shall not use the demised premises for any other activity except as expressly provided in this agreement. Lessee shall not install and operate its own fueling facility for any purpose, sell fuel to the public, or operate a fueling operation as a fixed base operator in competition with the Lessor or any other fixed base operator approved by the Lessor. Lessee shall not allow its employees or any other person to use the demised premises as a permanent residence for a period longer than three (3) months. Lessor acknowledges Lessee intends to use the premises as a dormitory facility for its employees. Lessee shall not allow its employees or any other person to use the demised premises for the storage of vehicles or personal property not associated with its business activities.
8. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities associated with the use of the leased space.
9. **Lessor's Responsibilities.** Lessor shall, at its expense and risk, perform corrective-maintenance

on the HVAC system; maintain the roof, foundation, exterior walls and weight-bearing interior walls, (excluding windows, doors, window glass, and plate glass.) Lessor shall further maintain, paint, and keep in reasonable repair the exterior area.

10. **Lessee's Responsibilities.** By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, including the hangar, office, and common area, and accepts the same in an "as is" condition. Lessee shall, at its own expense and risk, maintain the exclusive space, including interior walls, floors, ceiling, doors, light fixtures and shall be responsible for painting and repairing the exclusive space, including preventative-maintenance and minor repairs to the HVAC system. Lessee shall further furnish, at its own expense and risk, any heat and air conditioning units, electrical wiring, and electrical fixtures necessitated by alterations to the exclusive space made by Lessee. Lessee shall be solely responsible for the risk of loss of all contents owned by Lessee or Lessee's Tenants.
11. **Janitorial Service.** Lessee shall provide its own janitorial service as needed.
12. **Alterations.** Lessee agrees to make necessary improvements to the premises listed in attached Exhibit "B". Lessee shall make no additions or alterations to the buildings and improvements of the leased premises without the written permission of the Airport Director of Lessor.
13. **Condition and Surrender.** Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section 1 and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be payable by Lessee to Lessor as additional rental on the next rental installment date.
14. **Hold Harmless.** Lessee shall indemnify and hold harmless Lessor of and from any and all claims, whether in contract or in tort, statutory or at common law, and from each and every claim, loss or demand of whatever nature, made by or on behalf of any third person or persons arising out of Lessee's use and occupation of the premises or operations on airport property, whether due to sole

negligence of Lessee or whether due to the joint or concurrent negligence of Lessor and Lessee.

15. **Relationship of Parties.** It is expressly understood and agreed that Lessor shall, under no circumstances, be considered a bailee of Lessee's property, real or personal, during the term of this agreement or upon expiration or cancellation hereof. Further, Lessor shall not be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport premises except to the extent liability therefore can be proven pursuant to an exception to sovereign immunity under the Texas Tort Claims Act. Any item(s) of personal property annexed to the realty to the extent that such property becomes "fixture(s)" shall, at the expiration or cancellation of this lease, become the property of Lessor.
16. **Events of Default.** If Lessee shall allow the rent to be in arrears more than three (3) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of three (3) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or by operation of law in any manner whatsoever, then any of such events shall be deemed to be an event of default by Lessee under this lease. Upon the breach of any term or condition of this Agreement by Lessee, Jack Brooks Regional Airport shall have all rights and remedies available at law and equity, up to and including immediate termination of this Agreement. In the event this Agreement is terminated for any reason including Lessee's default, failure to comply with applicable statutes, ordinances and regulations; or expulsion from Airport, there will not be any refund of any fees paid to Jack Brooks Regional Airport by Lessee. Further, any obligation of Lessee to pay under this Agreement shall survive termination.
17. **Remedies.** Upon the occurrence of any event of default specified in Section 16 hereof, Lessor shall have the option to pursue any remedy allowed by law and may, without further notice or demand terminate this lease in which event Lessee shall immediately surrender the premises to Lessor. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages

occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession.

18. **Cancellation.** Lessor shall have the right, for airport purposes, to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than sixty (60) days written notice to Lessee of its intent to cancel this lease. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises on or before the effective date of such cancellation. After the effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at will of Lessor.

- a. In the event Lessee obtains a ground lease from Lessor and substantially completes office and hangar improvements as specified in such ground lease, then in such event, Lessee shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month during the term of this agreement, provided however that Lessee shall give not less than sixty (60) days written notice to Lessor of its intent to cancel in accordance with the above. Upon the effective date of such cancellation, and after the giving of appropriate notice by lessee, the lease shall be considered null and void as to any subsequent obligations by Lessee to pay rental amounts otherwise due. Further, Lessee shall vacate the premises on or before the effective date of cancellation. Holdover by lessee after the effective date of cancellation shall render Lessee a tenant at will of Lessor.

19. **Assignment.** Lessee agrees not to assign or sublease the premises leased, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent, which will not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein permitted. Lessor acknowledges renting hangar space is a necessary part of Lessee's business operation, and storage of aircraft within leased premises is not considered as assignment or sublease.
20. **Right of Entry.** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement. Lessor shall attempt to provide Lessee reasonable advanced notice except in the case of an emergency.
21. **Assurances.** Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.
22. **Airport Regulations.** The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.
23. **Air Operations Area Security.** Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Transportation Security Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.
24. **Airport Hazard.** The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with

communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

25. **Insurance.** The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.

- a. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.
- b. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of Five Hundred Thousand Dollars (\$500,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of One Hundred Thousand Dollars (\$100,000.00) for property damage growing out of any one accident or other cause.
- c. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

26. **Affirmative Action.** The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity

covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

27. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

**AIRPORT DIRECTOR
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705**

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

**Heliworks, LLC
2400 Airport Blvd
Pensacola, FL, 32504**

or to such other addresses as the parties may designate to each other in writing from time to time.

JEFFERSON COUNTY, TEXAS LESSOR

BY: _____

Date

Jeff Branick

Jefferson County Judge

LESSEE

BY: _____

Date

Steve Boyd – Authorized Representative

Contracts & Compliance – Heliworks, LLC

Exhibit "A"

Exhibit "B"**Required Repairs / Alterations**

Per Section 12 of the Office Space Lease Agreement, Lessee agrees to complete the following repairs and alterations to premises prior to expiration of the first term:

- 1. Replace water heater with either an instant on-demand style water heater or a 40+ gallon electric water heater.**
- 2. Replace two exterior doors, exiting to patio, with acceptable standard exterior doors.**
 - a. May require replacement of adjacent glass wall with standard frame wall.**
- 3. Make repairs to waste water drain pipe(s) if necessary.**
- 4. Paint wall in room adjacent to kitchen**
- 5. Replace stove and or oven if either are non-functional**

**AGENDA ITEM****March 9, 2015**

Consider, possibly approve, and authorize the County Judge to execute an Office Lease Renewal between Jefferson County and TSA for office space at Jack Brooks Regional Airport Commercial Terminal.”

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-15900
ADDRESS OF PREMISES: 5000 Jerry Ware Drive Beaumont, TX	PDN Number: N/A

THIS AMENDMENT is made and entered into between

Jefferson County Courthouse

whose address is:

1149 Pearl, 4th floor
Beaumont, TX 77701-3638

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, the parties agree that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective on April 15, 2015 as follows:

- 1.) This lease may be renewed at the sole option of the Government for a term of five (5) years beginning April 24, 2015 and expiring on April 23, 2020. The total annual rental shall be \$23,337.60 at the rate of \$1,944.80 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$16,680.00 and Operating Costs of \$6,657.80. There are no amortized Tenant Improvements nor Operating Cost adjustments.
- 2.) The Government shall provide written notice on or before the expiration date of the lease (April 23, 2015) to exercise the renewal option described in paragraph 1 of this Lease Amendment.

This Lease Amendment contains 2 page.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: Thomas Bell
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

3.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS: _____ & _____
LESSOR GOVT

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07B-15900
ADDRESS OF PREMISES: 5000 Jerry Ware Drive Beaumont, TX	PDN Number: N/A

THIS AMENDMENT is made and entered into between

Jefferson County Courthouse

whose address is:

1149 Pearl, 4th floor
Beaumont, TX 77701-3638

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

- 1.) To exercise the renewal option and establish the Commencement Date of the lease rental payments; and
- 2.) Establish the square footages of the leased space and parking; and
- 3.) Provide the annual rental amounts; and
- 4.) All other terms and conditions are in full force and effect.

NOW THEREFORE, the parties agree that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective April 24, 2015 as follows:

This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: Thomas Bell
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

1.) The government shall exercise the renewal option. The Commencement Date of the rental shall be April 24, 2015 and shall expire on April 23, 2020. The Government may terminate all or a portion of this lease at any time during the renewal option by giving the Lessor at lease thirty (30) days' prior notice, in writing.

2.) The total leased premise square footage shall be 834 Rentable Square Feet (RSF) yielding 834 ANSI/BOMA Office Area (ABOA) and no parking spaces.

3.) The Government shall pay the Lessor annual rent as follows:

The total annual rental shall be \$23,337.60 at the rate of \$1,944.80 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$16,680.00 and Operating Costs of \$6,657.80. There are no amortized Tenant Improvements nor Operating Cost adjustments.

4.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS: _____ & _____
LESSOR GOVT

Fran Lee

From: Mike Trahan <mtrahan@co.jefferson.tx.us>
Sent: Wednesday, March 04, 2015 1:15 PM
To: 'Fran Lee'
Subject: Emailing: MX-M363N_20150304_132638
Attachments: MX-M363N_20150304_132638.pdf

To: Fran
From: Mike Trahan
Date: March 4, 2015
Re: Gas line needing to be updated to code.

Fran can you please see that this is put on the next commissioners court agenda.
Thanks

Honorable Commissioners Court

Consider and possible approve the transfer of \$4810.00 from contingency fund into Precinct #2 Road and Bridge 112-02-05-431-4009

All Star Plumbing had been contacted to install a heater at Precinct 2 Road And Bridge, upon their initial inspection they discovered our building is not up to code. Our gas meter is rated residential instead of business and all of our lines are 1 inch gas lines instead of 2 inch which is code.

We need to bring the building up to code before we proceed any further.

Thank your for your consideration

Sincerely,

Mike Trahan
Superintendent
Road & Bridge Precinct 2

Attachment

Service Division

Commercial
Industrial*Marine



Construction Division

Commercial
Industrial*Marine

PROPOSAL SUBMITTED TO:

Jefferson County Precinct No. 2

Attention: Mike Trahan

PHONE:

DATE:

26-Feb-15

JOB: Gas line additions and upgrades.

All Star Plumbing Co., Inc. to furnish labor and materials to install plumbing for the above mentioned project. Bid inclusions and exclusions are as listed below.

Bid Inclusions:

1. Install apx 12ft of water heater vent on 2 water heaters located upstairs that are not vented outside. Water heaters will penetrate the existing metal roof.
2. Install apx 4ft of 4in vent pipe on the new heater that is mounted in the shop area. Vent pipe will penetrate outside through the sheet metal roof.
3. Install apx 63ft of 2in galv pipe in the ceiling of the shop. Gas line will tie into existing 2in gas line close to the new heater. A tee will also be installed at the heater to feed gas to the new heater.
4. Tie into existing gas line that is already installed underground and runs to the small building in the middle of the parking lot in the back apx 200 ft away.
5. Run apx 30 ft of 2in galv pipe inside the small building to feed the pressure washer that is to be installed.
6. Pressure test the entire gas system with 5psi air for 30 minutes to ensure no leaks.

Notice:

The current gas lines and gas meter is undersized for the total gas load of the building. The existing gas lines cannot supply enough gas to feed all the gas appliances at one time.

Bid Exclusions:

1. Any labor or material beyond the scope stated above.
2. Any repairs to the existing gas lines in the building or to the gas poly line that is underground behind the building.
3. Any additional code upgrades needed.
4. Repair of any gas leaks found during the gas test.

WE PROPOSE hereby to furnish materials and labor-complete in accordance with above specifications, for the sum of:

\$4,810.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's compensation Insurance.

Authorized

Signature _____

Joshua Champagne
All Star Plumbing

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal- The above process, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Texas State Board of Plumbing Examiners
P.O. Box 4200 Austin, TX 78765
Master License M-12885

Signature of acceptance: _____

Date of Acceptance: _____



JEFFERSON COUNTY
Management Information Systems

Paul Helegda
Director

MEMORANDUM

To: Patrick Swain, County Auditor
From: Paul Helegda – MIS Director *PH*
Date: March 4, 2015
Subject: Transfer of Funds

I am requesting a budget transfer to purchase and new Core Router. We can longer get support or maintenance on our current router. The cost for a new Cisco router is \$61,802.70. I have \$25,000 available in our 120-1025-415-60-02 Capital Outlay / Computer Equipment account. I will require an additional budget transfer of \$36,802.70.

Please contact me if you have any questions.

Thank You!!

**Jefferson County
District Clerk's Office**

1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527



Family Law Division

409-835-8653

Child Support

P. O. Box 3586
Beaumont, TX 77704
409-835-8425

**Jamie Smith
District Clerk**

Dear Fran,

I am requesting to transfer \$3359.40 from account 120-2031-414-1002 to account 120-2031-414-40-11 to cover expense for installing six (6) telephones and fifteen (15) network drops in the District Clerks office.

Respectfully,

Jamie Smith
Jefferson County District Clerk

**Jefferson County
District Clerk's Office**

1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527



Family Law Division

409-835-8653

Child Support

P. O. Box 3586
Beaumont, TX 77704
409-835-8425

**Jamie Smith
District Clerk**

Dear Fran,

I am requesting to transfer \$4500.00 from account 120-2031-414-1002 to account 120-2031-414-50-62 to cover travel expense for training for myself and my staff.

Respectfully,

Jamie Smith
Jefferson County District Clerk

Fran Lee

From: Randy Shelton <rshelton@co.jefferson.tx.us>
Sent: Wednesday, February 25, 2015 10:48 AM
To: 'Fran Lee'
Subject: Fund Transfer Request

I was informed by MIS that I need to replace three computers. I request that \$3,000 be transferred from account no. 120-2038-412-5079 to account no. 120-2038-412-6002 to fund the acquisition of two. The third computer is required to complete the facilitation of the E-Filing program in the 279th. I understand that the expense for the acquisition of that computer will come from another fund. Thank you.

Judge Randy Shelton
279th District Court
1149 Pearl St.
Beaumont TX 77701
Tel: (409) 835-8655
Fax: (409) 835-8764
E-mail: rshelton@co.jefferson.tx.us



(409) 794-3150 Phone
(409) 794-3156 Fax

19217 Hwy 365
Beaumont, TX 77705

James E. Trahan
Constable, Precinct Four

Fran,

Per the conversation on 02-24-2015 here is the request to transfer funds of \$1500.00 from EXTRA HELP account # 120-3068-425.10-05 to CAPITAL EXPENDITURES account # 120-3068-425.60.02 for the purchase of a new office computer. I spoke with MIS who advised that the county is fading out the type of system that this office utilizes and recommended the purchase of the Dell system that the county is currently using.

Constable James Trahan
Precinct 4, Jefferson County, Texas

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



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

Dana A. Baker, Sr.
Constable, Precinct Six

Memo

Date: 2/25/15
To: Fran Lee, Financial Manager
From: Constable's Office Precinct 6 Fax Number: (409) 839-2390
RE: Transfer Line Item
Priority: [Urgent]

Line-item Transfer Amendment

DATE: **February 25, 2015**

Honorable Commissioners Court of Jefferson County:
I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Overtime Allowance	120 3070 425	10-98	\$ 8,500.00
To:	Travel Expense	120 3070 425	50-62	\$
Reason:	Amount to Cover Requisitions for Registrations and for Travel Expenses			

Department Head

Approved: County Judge for Commissioners Court

Fran Lee

From: Shenita Keyes <skeyes@co.jefferson.tx.us>
Sent: Wednesday, February 25, 2015 9:07 AM
To: 'Fran Lee'
Subject: Budget Amendment

Good Morning

Could you please place on agenda?

Maintenance Port Arthur

Budget amendment:

Replacement of truck. Do to poor conditions and mileage per David with the Service Center.

2014 Ford Truck

120-6084-416-6007 Capital Automobile \$21,583.05

If you should have any questions please call ext.8323

Thanks Mark Bernard

Maintenance Superintendant

BUYBOARD #430-13
Vehicles and Heavy Duty Trucks
PRODUCT PRICING SUMMARY BASED ON CONTRACT
VENDOR: SILSBEE FORD & SILSBEE TOYOTA
 1211 U.S. HWY 96N
 SILSBEE, TX 77656

End User: JEFFERSON COUNTY Silsbee Rep: KEN DURBIN MO # 284-1009
 Contact: DAVID FONTENOT O 719-5937 Phone/email: KDURBIN.COWBOYFLEET@GMA
 Phone/email: DFONTENOT@CO.JEFFERSON.TX.US Date: Friday, February 20, 2015
 Product Description: 2014 FORD

A. Bid Series: 113 A. Base Price: \$ 16,513.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
572	AIR CONDITIONING	\$ -		WHITE EXT. / GRAY INT.	
M6	AUTOMATIC TRANSMISSION	\$ -		VINYL SEAT 40/20/40	
1	SUPER CAB UPGRADE	\$ 2,345.00		CUSTOMER PICK UP	
99P	5.0L ENGINE	\$ 980.00		UNIT IN STOCK	
535	CLASS # 3 HITCH	\$ 375.00		VIN # 1FTFX1CF0EKF79224	
85A	POWER EQ. GROUP / WINDOWS & LC	\$ 1,145.00			
XL9	LIMITED SLIP AXLE	\$ 470.00			
50S	CRUISE CONTROL	\$ 225.00			
Total of B. Published Options:					\$ 5,540.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.4 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG.	\$ 90.00		
Total of C. Unpublished Options:			\$ 90.00

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 445.00
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ 95.05
- I. Contract Price Adjustment: 2014 MODEL DISCOUNT \$ (1,500.00)
- J. Additional Delivery Charge: 0 miles \$ -
- K. Subtotal: \$ 21,183.05
- L. Quantity Ordered 1 x K = \$ 21,183.05
- M. Trade in: \$
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ 400.00
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 21,583.05

**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT**

AUDIT REPORT

FOR THE YEAR ENDED AUGUST 31, 2014

**GRANT TJJD-A-14-123
GRANT TJJD-C-14-123
GRANT TJJD-M-14-123
GRANT TJJD-N-14-123**

**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS
REGULATORY BASIS**

FOR THE YEAR ENDED AUGUST 31, 2014

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PATTILLO, BROWN & HILL, L.L.P.
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT

Members of the Board
 Jefferson County Juvenile Board
 Jefferson County, Texas

Members of the Board:

Report on the Financial Statements

We have audited the accompanying financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation Department (Department), which comprise the statement of revenues, expenditures and changes in fund balances – budget and actual-regulatory basis as of and for the year ended August 31, 2014, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of the Texas Juvenile Justice Department; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the revenue earned and expenditures incurred compared to budgeted revenues and expenditures of the Department's Texas Juvenile Justice Department Grant funds for the year ended August 31, 2013, in accordance with the financial reporting provisions of the Texas Juvenile Justice Department as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of the financial reporting provision of the Texas Juvenile Justice Department, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the Texas Juvenile Justice Department. Our opinion is not modified with respect to that matter.

Emphasis Matter

As discussed in Note 1, the financial statement presents the results of operations of the Department's Texas Juvenile Justice Department Grant Funds only and is not intended to present fairly the results of operations of the County in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 27, 2015, on our consideration of the Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County's internal control over financial reporting and compliance.

Restriction on Use

This report is intended solely for the information and use of management, Jefferson County, others within Jefferson County Juvenile Probation Department and the Texas Juvenile Justice Department and is not intended to be and should not be used by anyone other than these specified parties.

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

Waco, Texas
February 27, 2015

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FINANCIAL SECTION

**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE BY CONTRACT
BUDGET AND ACTUAL (REGULATORY BASIS)**

FOR THE YEAR ENDED AUGUST 31, 2014

	A-2014-123		
	Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
TJJD funds	\$ 1,095,719	\$ 1,066,206	\$(29,513)
Total Revenue	1,095,719	1,066,206	(29,513)
EXPENDITURES			
Salaries and fringe benefits	853,104	853,104	-
Travel	9,425	9,759	(334)
Operating Expenditures	7,500	7,532	(32)
Inter-County Contracts	154,908	80,075	74,833
External Contracts	70,782	115,736	(44,954)
Total Expenditures	1,095,719	1,066,206	29,513
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE, BEGINNING OF YEAR	-	-	-
FUND BALANCE, END OF YEAR	\$ -	\$ -	\$ -
ADDITIONAL INFORMATION:			
Refunds paid to TJJD for the Period of Fiscal Year 2014:		\$ 29,513	
		\$ 29,513	

The accompanying notes are an integral part of these financial statements.

C-2014-123			M-2014-123		
<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
\$ 264,360	\$ 208,564	\$ (55,796)	\$ 54,703	\$ 54,703	\$ -
264,360	208,564	(55,796)	54,703	54,703	-
-	-	-	54,703	53,997	707
-	-	-	-	-	-
-	-	-	-	707	(707)
259,360	157,580	101,780	-	-	-
5,000	50,984	(45,984)	-	-	-
<u>264,360</u>	<u>208,564</u>	<u>55,796</u>	<u>54,703</u>	<u>54,703</u>	<u>-</u>
-	-	-	-	-	-
-	-	-	-	-	-
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	<u>\$ 55,796</u>			<u>\$ -</u>	

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**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE BY CONTRACT
BUDGET AND ACTUAL (REGULATORY BASIS)**

FOR THE YEAR ENDED AUGUST 31, 2014

	N-2014-123		
	Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
TJJD funds	\$ 135,945	\$ 92,952	\$ 42,993
Total Revenue	135,945	92,952	42,993
 EXPENDITURES			
Salaries and fringe benefits	72,580	34,427	38,153
Travel	5,000	-	5,000
Operating Expenditures	5,000	5,161	(161)
Inter-County Contracts	53,364	-	53,364
External Contracts	-	53,364	(53,364)
Total Expenditures	135,945	92,952	42,993
 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
 FUND BALANCE, BEGINNING OF YEAR	-	-	-
 FUND BALANCE, END OF YEAR	\$ -	\$ -	\$ -
 ADDITIONAL INFORMATION:			
Refunds paid to TJJD for the Period of Fiscal Year 2014:		\$ 42,993	
		\$ 42,993	

The accompanying notes are an integral part of these financial statements.

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**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED AUGUST 31, 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Entity

The Texas Juvenile Justice Department Grant Funds of Jefferson County (the “Funds”) were established to account for juvenile probation services funded by the Texas Juvenile Justice Department (TJJD) in Jefferson County, Texas.

The Funds provide separate accountability as required under the State Financial Assistance Contract, by TJJD. The Funds are used to account for each separate program, matching funds and all related expenditures incurred.

Basis of Accounting

The financial statements were prepared in conformity with the accounting practices prescribed by TJJD, which prescribes policies and procedures for county probation departments, which is a comprehensive basis of accounting other than generally accepted accounting principles. These accounting practices include the following:

- The financial statements are reported using the accrual basis of accounting. Revenues are recorded when all eligibility requirements have been met and expenditures are recorded when incurred.
- The accompanying financial statements do not represent financial statements prepared in accordance with provisions for governmental funds as prescribed by the Governmental Accounting Standards Board.
- The accompanying financial statements are prepared in a format to facilitate uniform financial reporting by county probation departments.

2. RECONCILIATION OF INTEREST EARNED

Idle funds were maintained in an interest bearing account. The reconciliation of interest earned on funds received from TJJD is as follows:

	Interest Earned TJJD Funds Fiscal Year 2014	Interest Earned Title IV-E Funds Fiscal Year 2014	Total Interest
Beginning balance, September 1, 2013	\$ 55,895	\$ 248,857	\$ 304,752
Interest earned on funds received from TJJD in the period of September 1, 2013 - August 31, 2014	<u>1,911</u>	<u>969</u>	<u>2,880</u>
Total interest at August 31, 2014	57,806	249,826	307,632
Minus interest expenditures in FY 2014	<u>-</u>	<u>-</u>	<u>-</u>
Ending balance, August 31, 2014	<u>\$ 57,806</u>	<u>\$ 249,826</u>	<u>\$ 307,632</u>

3. OPERATING COSTS FOR A SECURE JUVENILE FACILITY OPERATED BY JEFFERSON COUNTY

The Department operates one secure juvenile facility – a pre-adjudication facility. The schedule of expenditures for each facility is as follows:

Operating Costs
Jefferson County Pre-Adjudication Juvenile Facility
For the Year Ended August 31, 2014

	TJJD Funding	Local Funding	Total
Salary related expenses	\$ -	\$ 1,480,500	\$ 1,480,500
Student related expenses	-	47,991	47,991
Facility expenses	<u>-</u>	<u>330,107</u>	<u>330,107</u>
Total Operating Expenditures	<u>\$ -</u>	<u>\$ 1,858,598</u>	<u>\$ 1,858,598</u>

4. FEDERAL FINANCIAL ASSISTANCE

The Texas Juvenile Justice Department administers, along with the Texas Department of Family and Protective Services, the Title IV-E Program (CFDA 93.658). TJJD disburses funds to Jefferson County Juvenile Probation Department on a cost reimbursement basis. The Department did not receive any Title IV-E funds during fiscal year 2014.

5. FINANCIAL MATCH REQUIREMENTS

To receive Texas Juvenile Department state funds, the juvenile probation departments are required to certify that the amount of local or county funds expended for juvenile services is at least equal to or greater than the amount spent in the 2006 county fiscal year excluding construction and capital outlay expenses. A confirmation of local funds for the year ending August 31, 2014 is required and presented below:

Local Funding Expended (less construction and capital outlay)

FY 2014	\$ 3,790,756
FY 2006	3,010,649

The Juvenile Probation Department certified the financial match requirements were fulfilled in FY 2014.

6. STATE FINANCIAL ASSISTANCE

The Texas Juvenile Justice Department provided the County the following funds for the JJAEP Juvenile Reimbursement Grant funds. A confirmation of revenue received in the year ending August 31, 2014 is required and presented below.

	Amount Received
	(Cash Basis)
<u>Contract Number</u>	<u>August 31, 2014</u>
P-14-123	\$41,275

7. OTHER

In accordance with TJJD's reporting guidelines, Inter-County contract expenditures should include contract services with another Texas County or Juvenile Probation Department to provide juvenile probation services, while external contracts should include expenditures for contracted services with a private service provider. During the current year, expenditures reported to TJJD were not allocated in accordance with the requirements above, but were allowable expenditures in accordance with the contract. The actual amounts have been properly classified in these financial statements.

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COMPLIANCE SECTION

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P A T T I L L O , B R O W N & H I L L , L . L . P .
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Members of the Board
 Jefferson County Juvenile Board
 Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation Department, and have issued our report thereon dated February 27, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County Juvenile Probation Department's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County Juvenile Probation Department's internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County Juvenile Probation Department's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Jefferson County Juvenile Probation Department's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

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

Waco, Texas
February 27, 2015

**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2014

There were no findings or questioned costs in the current year.

**JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2014

There were no findings or questioned costs in the prior year.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	424.05	404319	
WARREN'S DO-NUTS	57.39	404376	
			481.44**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	203.30	404226	
CARQUEST AUTO PARTS # 96	138.19	404238	
RB EVERETT & COMPANY, INC.	1,257.10	404253	
W.W. GRAINGER, INC.	467.82	404259	
M&D SUPPLY	72.13	404277	
MUNRO'S	33.00	404284	
SAM'S WESTERN WEAR, INC.	191.92	404299	
SMART'S TRUCK & TRAILER, INC.	253.46	404303	
AT&T	61.76	404307	
EDDIE ARNOLD	794.58	404374	
AIRGAS SOUTHWEST	176.29	404395	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	
M&D CRANE	150.00	404476	
			3,872.91**
ROAD & BRIDGE PCT.#2			
DE LAGE LANDEN PUBLIC FINANCE	104.00	404431	
			104.00**
ROAD & BRIDGE PCT. # 3			
A&A EQUIPMENT	234.18	404212	
BEAUMONT TRACTOR COMPANY	22.58	404233	
FARM & HOME SUPPLY	26.00	404254	
GULF COAST AUTOMOTIVE, INC.	4.68	404261	
ENTERGY	252.87	404262	
MUNRO'S	34.13	404284	
OIL CITY TRACTORS, INC.	19.90	404289	
PARTS EXCHANGE COMPANY, INC.	100.00	404291	
WEAVER, FALGOUT, & CARRUTH, INC.	462.86	404323	
HOWARD'S AUTO SUPPLY	17.76	404334	
DEPARTMENT OF INFORMATION RESOURCES	.13	404340	
LOWE'S HOME CENTERS, INC.	53.12	404352	
DE LAGE LANDEN PUBLIC FINANCE	154.80	404431	
PRO CHEM INC	295.91	404444	
			1,678.92**
ROAD & BRIDGE PCT.#4			
APAC, INC. - TROTTI & THOMSOM	281.20	404226	
CITY OF BEAUMONT - WATER DEPT.	19.03	404242	
COASTAL WELDING SUPPLY	93.00	404245	
CONSOLIDATED PLASTICS CO., INC.	305.13	404246	
FED EX	21.89	404255	
CASH ADVANCE ACCOUNT	640.35	404270	
M&D SUPPLY	73.87	404277	
MUNRO'S	148.24	404284	
OFFICE DEPOT	69.06	404288	
SCHMIDT SAW & KNIFE WKS, INC.	72.93	404301	
SMART'S TRUCK & TRAILER, INC.	482.57	404303	
DEPARTMENT OF INFORMATION RESOURCES	.16	404340	
SIERRA SPRING WATER CO. - BT	44.63	404347	
DE LAGE LANDEN PUBLIC FINANCE	373.37	404431	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	201.61	404460	
PETROLEUM MATERIALS LLC	200.00	404464	
GCR TIRES & SERVICE	195.00	404465	
BAKER IMPLEMENT COMPANY	119,931.50	404474	
			123,153.54**
ENGINEERING FUND			
OFFICE DEPOT	187.44	404288	
TRI-CITY COFFEE SERVICE	35.90	404319	
DE LAGE LANDEN PUBLIC FINANCE	662.83	404431	
			886.17**
PARKS & RECREATION			
M&D SUPPLY	142.99	404277	
MARIO WATKINS	9.74	404403	

NAME	AMOUNT	CHECK NO.	TOTAL
PROMO FRAMES	151.52	404419	
GENERAL FUND			304.25**
TAX OFFICE			
OFFICE DEPOT	330.89	404288	
ACE IMAGEWEAR	21.01	404302	
TAX ASSESSOR-COLLECTOR ASSOCIATION	85.00	404311	
DEPARTMENT OF INFORMATION RESOURCES	.07	404340	
UNITED STATES POSTAL SERVICE	1,272.83	404346	
ROCHESTER ARMORED CAR CO INC	352.00	404423	
DE LAGE LANDEN PUBLIC FINANCE	506.82	404431	2,568.62*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.41	404346	
DE LAGE LANDEN PUBLIC FINANCE	105.34	404431	105.75*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	29.95	404305	
UNITED STATES POSTAL SERVICE	5.73	404346	
DE LAGE LANDEN PUBLIC FINANCE	148.43	404431	184.11*
COUNTY CLERK			
OFFICE DEPOT	1,628.39	404288	
UNITED STATES POSTAL SERVICE	242.08	404346	
DE LAGE LANDEN PUBLIC FINANCE	3,002.70	404431	4,873.17*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	200.00	404258	
OFFICE DEPOT	335.86	404288	
UNITED STATES POSTAL SERVICE	2.62	404346	
GRACE NICHOLS	1,600.00	404404	
HARVEY L WARREN III	1,600.00	404412	
DE LAGE LANDEN PUBLIC FINANCE	105.34	404431	
WILLIAM FORD DISHMAN	500.00	404457	4,343.82*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	45.65	404346	
DE LAGE LANDEN PUBLIC FINANCE	77.40	404431	123.05*
COUNTY TREASURER			
OFFICE DEPOT	99.99	404288	
UNITED STATES POSTAL SERVICE	147.49	404346	
CLASSIC FORMS AND PRODUCTS	198.00	404361	
DE LAGE LANDEN PUBLIC FINANCE	478.80	404431	924.28*
PRINTING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	404431	1,198.98*
PURCHASING DEPARTMENT			
OFFICE DEPOT	98.82	404288	
UNITED STATES POSTAL SERVICE	2.38	404346	
DE LAGE LANDEN PUBLIC FINANCE	105.34	404431	206.54*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	190.00	404270	
SPINDLETOP MHMR	32,990.75	404276	
OLMSTED-KIRK PAPER	1,761.00	404290	
TIME WARNER COMMUNICATIONS	486.54	404315	
TRI-CITY COFFEE SERVICE	114.30	404319	
GERMER PLLC	180.00	404337	
GERMER PLLC	135.00	404338	
TOWER COMMUNICATIONS, INC.	2,435.00	404344	

NAME	AMOUNT	CHECK NO.	TOTAL
ALLISON, BASS & ASSOCIATES, LLP	693.00	404359	
CROWN CASTLE INTERNATIONAL	1,372.63	404365	
DYNAMEX INC	197.15	404458	40,555.37*
DATA PROCESSING			
OFFICE DEPOT	79.83	404288	
VERIZON WIRELESS	75.98	404342	
SHI GOVERNMENT SOLUTIONS, INC.	121.00	404348	
TIGER DIRECT.COM	471.12	404406	
PCM-G	1,363.35	404407	
DE LAGE LANDEN PUBLIC FINANCE	148.43	404431	2,259.71*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	113.57	404346	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	186.93*
ELECTIONS DEPARTMENT			
HART INTER CIVIC	3,050.00	404265	
CDW COMPUTER CENTERS, INC.	43.22	404336	
SIERRA SPRING WATER CO. - BT	21.75	404347	
DE LAGE LANDEN PUBLIC FINANCE	387.38	404431	3,502.35*
DISTRICT ATTORNEY			
FED EX	22.54	404255	
MANNINGS SCHOOL SUPPLY	59.85	404278	
OFFICE DEPOT	10,909.49	404288	
STATE BAR OF TEXAS	93.75	404308	
UNITED STATES POSTAL SERVICE	421.29	404346	
CHILD ABUSE & FORENSIC SERVICES	250.00	404351	
RECALL TOTAL INFORMATION MANAGEMENT	637.77	404363	
CORNELIUS D. WILLIAMS, JR.	22.70	404421	
DE LAGE LANDEN PUBLIC FINANCE	636.38	404431	
THOMSON REUTERS-WEST	3,606.95	404451	
HEALTHPORT	445.17	404455	17,105.89*
DISTRICT CLERK			
COUNTY & DISTRICT CLERK ASSN. OF TX	380.00	404248	
CASH ADVANCE ACCOUNT	1,864.90	404270	
KIRKSEY'S SPRINT PRINTING	575.00	404272	
OFFICE DEPOT	236.04	404288	
UNITED STATES POSTAL SERVICE	148.65	404346	
DE LAGE LANDEN PUBLIC FINANCE	125.46	404431	3,330.05*
CRIMINAL DISTRICT COURT			
GAYLYN COOPER	750.00	404217	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	250.00	404232	
JIMMY D. HAMM	800.00	404264	
BRUCE N. SMITH	850.00	404304	
RONALD E. LANIER	600.00	404330	
CHARLES ROJAS	700.00	404339	
UNITED STATES POSTAL SERVICE	8.30	404346	
UNIVERSITY OF TEXAS SCHOOL AT LAW	220.00	404391	
DE LAGE LANDEN PUBLIC FINANCE	77.40	404431	
JAMES R. MAKIN, P.C.	600.00	404432	
TERRENCE ALLISON	800.00	404447	5,655.70*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	404346	
CODE BLUE	115.00	404369	
DE LAGE LANDEN PUBLIC FINANCE	77.40	404431	192.81*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.81	404346	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	74.17*
136TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.22	404346	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	74.58*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	77.40	404431	77.40*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	4,218.75	404232	
OFFICE DEPOT	165.53	404288	
NATHAN REYNOLDS, JR.	600.00	404296	
BRUCE N. SMITH	900.00	404304	
KEVIN S. LAINE	600.00	404332	
UNITED STATES POSTAL SERVICE	269.57	404346	
JOEL WEBB VAZQUEZ	600.00	404370	
SUMMER TANNER	960.30	404381	
RYAN GERTZ	700.00	404411	
DE LAGE LANDEN PUBLIC FINANCE	1,059.92	404431	
SOUTHEAST TEXAS PSYCHIATRY PA	1,190.00	404435	11,264.07*
279TH DISTRICT COURT			
DAVID GROVE	75.00	404219	
PHILLIP DOWDEN	225.00	404225	
TERRENCE HOLMES	500.00	404267	
BRACK JONES JR.	650.00	404328	
KEVIN S. LAINE	325.00	404332	
CHARLES ROJAS	75.00	404339	
JOEL WEBB VAZQUEZ	325.00	404370	
TONYA CONNELL TOUPS	575.00	404390	
JONATHAN L. STOVALL	150.00	404425	
STEFANIE L. ADAMS, ATTORNEY AT LAW	375.00	404426	
DE LAGE LANDEN PUBLIC FINANCE	285.95	404431	
MATUSKA LAW FIRM	500.00	404461	
LAW OFFICE OF J SCOTT FREDERICK	500.00	404472	4,560.95*
317TH DISTRICT COURT			
GAYLYN COOPER	325.00	404217	
JACK LAWRENCE	1,500.00	404220	
PHILLIP DOWDEN	825.00	404225	
THOMAS J. BURBANK, P.C.	325.00	404237	
LAIRO DOWDEN, JR.	650.00	404251	
JIMMY D. HAMM	225.00	404264	
TERRENCE HOLMES	3,825.00	404267	
MARVA PROVO	1,500.00	404294	
ANITA F. PROVO	375.00	404295	
BRACK JONES JR.	325.00	404328	
CHARLES ROJAS	3,700.00	404339	
GLEN M. CROCKER	75.00	404349	
ANTOINETTE BRADLEY	500.00	404366	
JOEL WEBB VAZQUEZ	845.00	404370	
TONYA CONNELL TOUPS	1,312.50	404390	
RONALD PLESSALA	325.00	404400	
PCM-G	1,095.00	404407	
STEFANIE L. ADAMS, ATTORNEY AT LAW	1,425.00	404426	
DE LAGE LANDEN PUBLIC FINANCE	77.40	404431	
MATUSKA LAW FIRM	3,025.00	404461	
TARA SHELANDER	500.00	404462	
DANE DENNISON	500.00	404463	
LAW OFFICE OF J SCOTT FREDERICK	500.00	404472	23,754.90*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	52.64	404346	
DE LAGE LANDEN PUBLIC FINANCE	125.00	404431	177.64*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	73.36*
JUSTICE COURT-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.04	404340	
DE LAGE LANDEN PUBLIC FINANCE	104.00	404431	104.04*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	2.33	404288	
UNITED STATES POSTAL SERVICE	32.16	404346	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	107.85*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.17	404340	
HIGGINBOTHAM INSURANCE AGENCY INC	100.00	404471	100.17*
JUSTICE OF PEACE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	265.00	404431	265.00*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT	103.70	404288	
UNITED STATES POSTAL SERVICE	1.29	404346	
NORTH HARRIS MONTGOMERY COMMUNITY	88.76	404372	
DE LAGE LANDEN PUBLIC FINANCE	350.69	404431	544.44*
COUNTY COURT AT LAW NO. 2			
MIKE LAIRD, ATTORNEY AT LAW	250.00	404273	
UNITED STATES POSTAL SERVICE	31.74	404346	
ANTOINE FREEMAN	300.00	404392	
RYAN GERTZ	250.00	404411	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	905.10*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	25.98	404346	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	
JAMES R. MAKIN, P.C.	350.00	404432	
MATUSKA LAW FIRM	850.00	404461	
JOHN WOOLDRIDGE	301.92	404470	1,601.26*
COURT MASTER			
LEGAL DIRECTORIES PUB. CO.	84.50	404274	
VERIZON WIRELESS	143.97	404342	
UNITED STATES POSTAL SERVICE	.41	404346	
DE LAGE LANDEN PUBLIC FINANCE	104.00	404431	332.88*
MEDIATION CENTER			
TEXAS DRC DIRECTOR'S COUNCIL	100.00	404216	
MARKET BASKET	141.74	404279	
OFFICE DEPOT	174.09	404288	
UNITED STATES POSTAL SERVICE	4.84	404346	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	
KARA HAWTHORN	913.35	404433	1,407.38*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	332.16	404431	332.16*
SHERIFF'S DEPARTMENT			
GREATER PORT ARTHUR	125.00	404260	
HERNANDEZ OFFICE SUPPLY, INC.	135.00	404266	
CASH ADVANCE ACCOUNT	545.50	404270	
MCNEILL INSURANCE AGENCY	71.00	404281	
NATIONAL NARCOTICS DECT. DOG ASSN.	710.00	404285	
OFFICE DEPOT	1,273.52	404288	
ZEE MEDICAL SERVICE	204.45	404325	
CLASSEN BUCK SEMINAR INC	133.00	404327	
DEPARTMENT OF INFORMATION RESOURCES	1.36	404340	
VERIZON WIRELESS	3,131.15	404341	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1,103.94	404346	
SHI GOVERNMENT SOLUTIONS, INC.	241.00	404348	
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	404350	
FIVE STAR FEED	116.85	404362	
CODE BLUE	1,071.00	404369	
SNAP-ON-TOOLS	720.25	404399	
DE LAGE LANDEN PUBLIC FINANCE	1,168.48	404431	
RITA HURT	1,175.00	404438	
SPANKY'S WRECKER SERVICE INC	400.00	404442	
SOUR LAKE VETERINARY CLINIC	120.00	404445	
SILSBEE FORD INC	505.53	404459	
A-1 MAIDA FENCE COMPANY	300.00	404477	
			13,317.93*
CRIME LABORATORY			
FISHER SCIENTIFIC	617.38	404256	
W.W. GRAINGER, INC.	8.00	404259	
ASCLD / LAB, INC.	2,775.00	404335	
EVIDENT CRIME SCENE PRODUCTS	76.00	404358	
CAYMAN CHEMICAL COMPANY	207.00	404413	
SIRCHIE FINGER PRINT LABORATORIES	900.62	404427	
DE LAGE LANDEN PUBLIC FINANCE	104.00	404431	
RDB SERVICES	500.00	404440	
JULIE HANNON	600.00	404452	
			5,788.00*
JAIL - NO. 2			
TEEX	125.00	404223	
BOB BARKER CO., INC.	424.64	404231	
CITY OF BEAUMONT - WATER DEPT.	14,471.19	404242	
COASTAL WELDING SUPPLY	74.40	404245	
HERNANDEZ OFFICE SUPPLY, INC.	97.18	404266	
M&D SUPPLY	50.06	404277	
MCNEILL INSURANCE AGENCY	213.00	404282	
OFFICE DEPOT	184.11	404288	
SANITARY SUPPLY, INC.	1,693.30	404300	
SUTHERLAND LUMBER CO.	363.86	404309	
WASTE MGT. GOLDEN TRIANGLE, INC.	4,067.97	404322	
WHOLESALE ELECTRIC SUPPLY CO.	113.82	404324	
DEPARTMENT OF INFORMATION RESOURCES	6.43	404340	
LONE STAR UNIFORMS, INC.	9,958.25	404354	
ICS	493.00	404387	
WORLD FUEL SERVICES	503.17	404410	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	404431	
LIQUID CAPITAL EXCHANGE INC	1,327.75	404434	
CONMED INC	261,333.42	404449	
MATERA PAPER COMPANY INC	3,172.05	404450	
THOMSON REUTERS-WEST	4,909.53	404451	
KROPP HOLDINGS INC	1,443.82	404454	
WOLFE'S TROPHY SHOP	91.00	404467	
			306,483.11*
JUVENILE PROBATION DEPT.			
VERIZON WIRELESS	66.64	404342	
UNITED STATES POSTAL SERVICE	13.00	404346	
KESHA NIXON	133.40	404380	
DE LAGE LANDEN PUBLIC FINANCE	221.79	404431	
			434.83*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	256.00	404224	
CITY OF BEAUMONT - WATER DEPT.	2,699.19	404242	
SOUTHWEST BUILDING SYSTEMS	740.90	404306	
OAK FARM DAIRY	245.15	404329	
FLOWERS FOODS	86.71	404367	
ATTABOY TERMITE & PEST CONTROL	80.00	404408	
DE LAGE LANDEN PUBLIC FINANCE	327.69	404431	
			4,435.64*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	1,475.35	404270	
OFFICE DEPOT	61.14	404288	
VERIZON WIRELESS	227.94	404342	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	7.31	404346	
DE LAGE LANDEN PUBLIC FINANCE	921.58	404431	2,693.32*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	404342	113.97*
CONSTABLE-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.03	404340	
VERIZON WIRELESS	113.97	404342	
DISH NETWORK	45.19	404386	
DE LAGE LANDEN PUBLIC FINANCE	229.00	404431	388.19*
CONSTABLE-PCT 6			
GREATER PORT ARTHUR	125.00	404260	
CASH ADVANCE ACCOUNT	2,328.32	404270	
VERIZON WIRELESS	113.97	404342	
UNITED STATES POSTAL SERVICE	12.57	404346	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	2,653.22*
CONSTABLE PCT. 7			
AT&T	29.77	404307	
DEPARTMENT OF INFORMATION RESOURCES	.09	404340	
VERIZON WIRELESS	113.97	404342	143.83*
CONSTABLE PCT. 8			
OFFICE DEPOT	50.75	404288	
VERIZON WIRELESS	113.97	404342	
DE LAGE LANDEN PUBLIC FINANCE	921.00	404431	1,085.72*
COUNTY MORGUE			
AIR COMFORT, INC.	1,620.00	404218	1,620.00*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	255.86	404288	
DE LAGE LANDEN PUBLIC FINANCE	148.43	404431	404.29*
HEALTH AND WELFARE NO. 1			
PETTY CASH - N C WELFARE	111.49	404292	
AUSTIN CECIL WALKES MD PA	3,245.08	404321	
UNITED STATES POSTAL SERVICE	73.47	404346	
LEXISNEXIS MATTHEW BENDER	55.44	404353	
DE LAGE LANDEN PUBLIC FINANCE	1,010.97	404431	4,496.45*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	999.00	404244	
LEIVINGSTON FUNERAL HOME	1,500.00	404275	
PHYSICIAN SALES & SERVICE, INC.	3.16	404293	
AUSTIN CECIL WALKES MD PA	3,245.08	404321	
DE LAGE LANDEN PUBLIC FINANCE	178.70	404431	
PDR DISTRIBUTION LLC	59.95	404436	5,985.89*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	404221	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	1,073.36*
CHILD WELFARE UNIT			
DISA, INC.	979.00	404252	
BEAUMONT OCCUPATIONAL SERVICE, INC.	754.95	404350	1,733.95*
ENVIRONMENTAL CONTROL			
AT&T	41.70	404307	

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	1.18	404340	
DE LAGE LANDEN PUBLIC FINANCE	921.58	404431	964.46*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	404393	
KING'S PHARMACY BEAUMONT	144.74	404439	
CARDINAL HEALTH 110 INC	22,569.99	404453	26,487.73*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	72.00	404214	
LOUIS AND COMPANY	201.29	404215	
BINSWANGER GLASS CO.	429.00	404236	
CERTIFIED LABORATORIES	396.56	404239	
CINTAS, INC.	233.48	404240	
CITY OF BEAUMONT - WATER DEPT.	6,739.25	404242	
W.W. GRAINGER, INC.	306.64	404259	
ENTERGY	44,109.06	404262	
M&D SUPPLY	151.22	404277	
MANNINGS SCHOOL SUPPLY	735.80	404278	
OFFICE DEPOT	78.14	404288	
RITTER @ HOME	277.56	404297	
RALPH'S INDUSTRIAL ELECTRONICS	109.61	404298	
ACE IMAGEWEAR	350.14	404302	
AT&T	4,645.55	404307	
WHOLESALE ELECTRIC SUPPLY CO.	167.52	404324	
SEYMOUR UPHOLSTERY	394.00	404331	
DEPARTMENT OF INFORMATION RESOURCES	6,903.89	404340	
OTIS ELEVATOR COMPANY	2,756.00	404364	
FIRETROL PROTECTION SYSTEMS, INC.	285.86	404402	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	
AI FILTER SERVICE COMPANY	732.70	404437	
INDUSTRIAL & COMMERCIAL MECHANICAL	2,107.00	404443	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	404456	94,943.39*
MAINTENANCE-PORT ARTHUR			
A&B OUTDOOR EQUIPMENT	68.64	404213	
CITY OF PORT ARTHUR - WATER DEPT.	462.81	404243	
CURETON & SON	153.00	404249	
TIME WARNER COMMUNICATIONS	66.12	404313	
TIME WARNER COMMUNICATIONS	68.09	404316	
DEPARTMENT OF INFORMATION RESOURCES	2.37	404340	
TEXAS GAS SERVICE	630.65	404360	
PARKER LUMBER	18.73	404420	
DE LAGE LANDEN PUBLIC FINANCE	150.76	404431	1,621.17*
MAINTENANCE-MID COUNTY			
OFFICE DEPOT	50.32	404288	
ATTABOY TERMITE & PEST CONTROL	30.00	404408	
DE LAGE LANDEN PUBLIC FINANCE	77.40	404431	157.72*
SERVICE CENTER			
J.K. CHEVROLET CO.	518.11	404268	
JERRY'S AUTOMOTIVE	787.68	404271	
M&D SUPPLY	78.66	404277	
THE MUFFLER SHOP	30.00	404283	
TRI-CON, INC.	3,484.42	404318	
VERIZON WIRELESS	42.07	404342	
BUMPER TO BUMPER	66.87	404373	
AIRPORT GULF TOWING LLC	95.00	404377	
ROBERT'S TEXACO XPRESS LUBE	333.50	404401	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	5,509.67*
VETERANS SERVICE			
HILARY GUEST	247.88	404356	
DE LAGE LANDEN PUBLIC FINANCE	464.62	404431	712.50*
MOSQUITO CONTROL FUND			616,322.82**

NAME	AMOUNT	CHECK NO.	TOTAL
MUNRO'S	101.70	404284	
RITTER @ HOME	5.29	404297	
BUBBA'S AIR CONDITIONING	75.00	404326	
DEPARTMENT OF INFORMATION RESOURCES	.32	404340	
HIGHTECH SIGNS	1.46	404382	
HAWKER BEECHCRAFT CORPORATION	20.00	404394	
AERO STRUCTURAL SERVICES	200.00	404405	
DE LAGE LANDEN PUBLIC FINANCE	73.36	404431	477.13**
FAMILY GROUP CONFERENCING			
BECKY ROSS	101.69	404378	
DE LAGE LANDEN PUBLIC FINANCE	77.40	404431	179.09**
SECURITY FEE FUND			
GT DISTRIBUTORS, INC.	102.25	404257	
ARNIE TEVIS	44.14	404479	146.39**
LAW LIBRARY FUND			
YVONNE COOPER	150.00	404247	
THOMSON REUTERS-WEST	1,514.58	404451	1,664.58**
JUVENILE TJPC-A-2014-123			
VERIZON WIRELESS	32.07	404342	
YOUTH ADVOCATE PROGRAM	3,059.92	404389	3,091.99**
JUVENILE PROB & DET. FUND			
BEAUMONT TROPHIES	109.30	404234	
VERIZON WIRELESS	34.58	404342	
JEFFERSON COUNTY FAMILY GROUP CONFN	176.69	404379	320.57**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	1,263.96	404270	
TIME WARNER COMMUNICATIONS	78.13	404312	
DEPARTMENT OF INFORMATION RESOURCES	3.30	404340	
VERIZON WIRELESS	120.79	404342	
UNITED STATES POSTAL SERVICE	63.76	404346	
JCCSC	980.00	404424	2,509.94**
JEFF. CO. WOMEN'S CENTER			
GUARDIAN FORCE	239.00	404214	
BELL'S LAUNDRY	950.69	404235	
ENTERGY	1,518.49	404262	
KIM MCKINNEY, LPC, LMFT	75.00	404280	
OLMSTED-KIRK PAPER	378.50	404290	
SANITARY SUPPLY, INC.	450.28	404300	
AT&T	128.02	404307	
SYSCO FOOD SERVICES, INC.	838.16	404310	
BURT WALKER PARTNERS, LTD	4,500.00	404320	
DEPARTMENT OF INFORMATION RESOURCES	1.06	404340	
VERIZON WIRELESS	32.07	404342	
BEN E KEITH FOODS	809.62	404368	
DE LAGE LANDEN PUBLIC FINANCE	292.40	404431	10,213.29**
MENTALLY IMPAIRED OFFEND.			
CHRISTAVIA WILLRIDGE	215.04	404469	215.04**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	115.38	404431	115.38**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	115.38	404431	115.38**
LAW OFFICER TRAINING GRT			

NAME	AMOUNT	CHECK NO.	TOTAL
ZEE MEDICAL SERVICE	141.60	404325	
PRINT JUNKIES INK	1,623.00	404478	1,764.60**
COUNTY CLERK - RECORD MGT			
MANATRON	10,595.97	404388	10,595.97**
REGIONAL COMM. SAVNS			
DEPARTMENT OF INFORMATION RESOURCES	533.28	404340	533.28**
COUNTY RECORDS MANAGEMENT			
PCM-G	790.59	404407	790.59**
CONST. PCT. 6 EDUCATION			
FONDREN FORENSICS INC	400.00	404397	400.00**
J.P. COURTROOM TECH. FUND			
CDW COMPUTER CENTERS, INC.	193.99	404336	
VERIZON WIRELESS	151.96	404342	345.95**
HOTEL OCCUPANCY TAX FUND			
ENERGY	1,593.26	404263	
M&D SUPPLY	50.53	404277	
MUNRO'S	111.25	404284	
TIME WARNER COMMUNICATIONS	110.72	404314	
TRI-CITY COFFEE SERVICE	118.10	404319	
DEPARTMENT OF INFORMATION RESOURCES	9.33	404340	
VERIZON WIRELESS	37.99	404342	
UNITED STATES POSTAL SERVICE	34.68	404346	
DISH NETWORK	100.62	404385	
JESSIE DAVIS	89.70	404396	
DE LAGE LANDEN PUBLIC FINANCE	431.67	404431	
MATERA PAPER COMPANY INC	886.31	404450	3,574.16**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	210.68	404431	210.68**
COUNTY CLERK ELECTION CON			
OFFICE DEPOT	2,309.97	404288	2,309.97**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	310.00	404441	310.00**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	1,188.00	404222	
APAC, INC. - TROTTI & THOMSOM	148,704.20	404229	
TEXAS GENERAL LAND OFFICE	56,760.05	404317	
SPECIALITY SUPPLY & INSTALLATION CO	22,426.50	404357	
BAILEY'S ARCHITECTS INC	4,088.50	404383	233,167.25**
AIRPORT FUND			
DEPARTMENT OF INFORMATION RESOURCES	.07	404340	
VERIZON WIRELESS	75.98	404342	
DISH NETWORK	85.62	404384	
UNIFIRST HOLDINGS INC	97.70	404409	
DE LAGE LANDEN PUBLIC FINANCE	177.36	404431	
CRAWFORD ELECTRIC SUPPLY COMPANY	81.15	404446	
ADVANCE AUTO PARTS	43.58	404448	
EASTERN AVIATION FUELS INC	14,903.54	404466	
ERLING SALES & SERVICE	2,165.23	404468	
NEMSCO	873.16	404475	18,503.39**
AIRPORT IMPROVE. GRANTS			

NAME	AMOUNT	CHECK NO.	TOTAL
APAC, INC. - TROTTI & THOMSOM	299,926.45	404227	
APAC, INC. - TROTTI & THOMSOM	86,365.46	404228	
GARVER LLC	2,600.00	404414	
GARVER LLC	6,611.25	404415	
GARVER LLC	28,116.00	404416	
GARVER LLC	3,390.00	404417	
GARVER LLC	522.50	404418	
			427,531.66**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	730.00	404422	
			730.00**
SETEC FUND			
ALLIANCE MECHANICAL SERVICES	2,000.00	404371	
			2,000.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	5,819.91	404375	
			5,819.91**
D.A.'S FORFEITURED FUNDS			
OFFICE DEPOT	2,126.72	404288	
			2,126.72**
SHERIFF'S FORFEITURE FUND			
AVIALL	217.19	404230	
CASH ADVANCE ACCOUNT	205.00	404270	
AERO PRODUCTS	604.02	404355	
UNITED BATTERIES & ACCESSORIES	150.00	404398	
AIR DALLAS INSTRUMENTS INC	2,057.00	404473	
			3,233.21**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	12,024.00	404183	
CLEAT	306.00	404184	
JEFFERSON CTY. TREASURER	19,039.88	404185	
RON STADTMUELLER - CHAPTER 13	1,917.50	404186	
INTERNAL REVENUE SERVICE	150.00	404187	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,120.00	404188	
JEFFERSON CTY. COMMUNITY SUP.	10,717.93	404189	
JEFFERSON CTY. TREASURER - HEALTH	420,019.26	404190	
JEFFERSON CTY. TREASURER - GENERAL	10.00	404191	
JEFFERSON CTY. TREASURER - PAYROLL	1,569,233.58	404192	
JEFFERSON CTY. TREASURER - PAYROLL	622,452.98	404193	
JEFFERSON CTY. TREASURER	110.61	404194	
MONY/MLOA	231.74	404195	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,179.61	404196	
UNITED WAY OF BEAUMONT& N JEFFERSON	69.77	404197	
JEFFERSON CTY. TREASURER - TCDRS	596,462.75	404198	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,806.65	404199	
JEFFERSON COUNTY TREASURER	2,610.99	404200	
JEFFERSON COUNTY - TREASURER -	6,035.23	404201	
NECHES FEDERAL CREDIT UNION	61,166.54	404202	
JEFFERSON COUNTY - NATIONWIDE	50,841.43	404203	
TENNESSEE CHILD SUPPORT	115.38	404204	
SBA - U S DEPARTMENT OF TREASURY	168.49	404205	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	404206	
U S DEPARTMENT OF TREASURY	168.71	404207	
WILLIAM E HEITKAMP	720.72	404208	
JOHN TALTON	567.69	404209	
IL DEPT OF HEALTHCARD AND FAMILY SER	49.85	404210	
COLLEGE ASIST	126.53	404211	
			3,385,541.05**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	189.99	404342	
			189.99**
MARINE DIVISION			
DEPARTMENT OF INFORMATION RESOURCES	202.24	404340	
VERIZON WIRELESS	341.91	404341	
VERIZON WIRELESS	531.86	404343	
			1,076.01**
SHERIFF - COMMISSARY			

NAME	AMOUNT	CHECK NO.	TOTAL
CURTIS 1000, INC.	208.27	404250	208.27**
2014 PORT SECURITY GRANT			
MOTOROLA SOLUTIONS INC	12,446.00	404333	12,446.00**
			4,879,261.49***

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	628.90	404491	
ALL-PHASE ELECTRIC SUPPLY	349.52	404504	
ENTERGY	88.11	404519	
MUNRO'S	55.35	404537	
PHILPOTT MOTORS, INC.	68.44	404548	
RITTER @ HOME	147.86	404550	
SETZER HARDWARE, INC.	202.43	404552	
ROLLINS TRUCK & TRAILER REPAIR	1,875.80	404581	
LOWE'S HOME CENTERS, INC.	64.56	404605	
BUMPER TO BUMPER	115.58	404616	
EQUIPMENT DEPOT	22.67	404628	
NEW WAVE WELDING TECHNOLOGY	6.82	404640	
INTERSTATE ALL BATTERY CENTER - BMT	77.95	404651	
ASCO	109.64	404677	
			3,813.63**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TROPHIES	494.00	404498	
GULF COAST AUTOMOTIVE, INC.	26.99	404518	
ENTERGY	328.10	404519	
MUNRO'S	18.23	404537	
MUSTANG CAT	324.53	404538	
OFFICE DEPOT	100.00	404542	
SMART'S TRUCK & TRAILER, INC.	246.46	404555	
AT&T	70.28	404557	
TIME WARNER COMMUNICATIONS	82.51	404565	
WEAVER, FALGOUT, & CARRUTH, INC.	209.64	404574	
W. JEFFERSON COUNTY M.W.D.	26.13	404575	
HOWARD'S AUTO SUPPLY	62.35	404586	
TEXAS GAS SERVICE	337.33	404609	
C & I OIL COMPANY INC	466.38	404646	
			2,792.93**
ROAD & BRIDGE PCT.#4			
RB EVERETT & COMPANY, INC.	1,008.20	404509	
ENTERGY	1,202.74	404519	
T. JOHNSON INDUSTRIES, INC.	603.32	404526	
MUNRO'S	89.89	404537	
OIL CITY TRACTORS, INC.	62.94	404543	
PORT ARTHUR NEWS, INC.	99.99	404549	
SMART'S TRUCK & TRAILER, INC.	51.46	404555	
TAC - TEXAS ASSN. OF COUNTIES	230.00	404561	
W. JEFFERSON COUNTY M.W.D.	85.21	404575	
INTERSTATE ALL BATTERY CENTER - BMT	223.90	404651	
ASCO	1,774.85	404677	
GCR TIRES & SERVICE	1,580.00	404691	
			7,012.50**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	2.44	404597	
			2.44**
PARKS & RECREATION			
ENTERGY	324.89	404519	
W. JEFFERSON COUNTY M.W.D.	52.26	404575	
WHEELER TRUCK BODY EQUIPMENT	1,273.00	404577	
			1,650.15**
GENERAL FUND			
TAX OFFICE			
KIRKSEY'S SPRINT PRINTING	801.95	404528	
OFFICE DEPOT	1,954.62	404542	
SOUTHEAST TEXAS WATER	276.45	404556	
UNITED STATES POSTAL SERVICE	1,028.29	404597	
			4,061.31*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	305.00	404497	
UNITED STATES POSTAL SERVICE	3.32	404597	
			308.32*
AUDITOR'S OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	446.00	404525	
PATRICK SWAIN	257.00	404559	
FRAN M. LEE	200.00	404579	
UNITED STATES POSTAL SERVICE	27.60	404597	930.60*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	354.11	404597	354.11*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	404515	
CASH ADVANCE ACCOUNT	230.00	404525	
UNITED STATES POSTAL SERVICE	124.78	404597	
JEFF R BRANICK	870.73	404629	
FRED JACKSON	146.34	404641	1,771.85*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	4.50	404597	4.50*
COUNTY TREASURER			
OFFICE DEPOT	219.98	404542	
UNITED STATES POSTAL SERVICE	274.35	404597	
LEXISNEXIS- ACCURINT	120.00	404656	614.33*
PRINTING DEPARTMENT			
HERNANDEZ OFFICE SUPPLY, INC.	38.74	404521	
OLMSTED-KIRK PAPER	636.68	404544	
CIT TECHNOLOGY FINANCING SERVICE	584.89	404639	1,260.31*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	42.77	404597	42.77*
GENERAL SERVICES			
GUARDIAN FORCE	36.00	404482	
CASH ADVANCE ACCOUNT	90.00	404525	
OLMSTED-KIRK PAPER	1,383.00	404544	
TIME WARNER COMMUNICATIONS	2,447.01	404564	
INTERFACE EAP	1,692.90	404580	
LEXISNEXIS- ACCURINT	243.50	404656	
JOHN PAUL'S	114.01	404658	
ROCHESTER ARMORED CAR CO INC	3,860.28	404663	
DYNAMEX INC	198.82	404684	
ANTHONY ICENOGLI	506.00	404688	
SPOK INC	3.00	404692	10,574.52*
DATA PROCESSING			
GUARDIAN FORCE	36.00	404482	
CDW COMPUTER CENTERS, INC.	361.69	404588	
SHI GOVERNMENT SOLUTIONS, INC.	2,250.00	404601	
LEXISNEXIS- ACCURINT	240.00	404656	
SPOK INC	12.06	404692	2,899.75*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	312.44	404542	
UNITED STATES POSTAL SERVICE	142.81	404597	455.25*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	11.18	404597	11.18*
DISTRICT ATTORNEY			
CURTIS 1000, INC.	451.82	404505	
UNITED STATES POSTAL SERVICE	541.30	404597	
LEXISNEXIS- ACCURINT	480.00	404656	1,473.12*
DISTRICT CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	623.35	404525	
OFFICE DEPOT	356.08	404542	
TAC - TEXAS ASSN. OF COUNTIES	230.00	404561	
UNITED STATES POSTAL SERVICE	180.05	404597	
CRIMINAL DISTRICT COURT			1,389.48*
DAVID W BARLOW	4,166.50	404494	
DONALD W. DUESLER & ASSOC.	8,333.00	404507	
EDWARD B. GRIPON, M.D., P.A.	1,885.00	404517	
MARSHA NORMAND	8,333.00	404540	
UNITED STATES POSTAL SERVICE	1.22	404597	
C. HADEN CRIBBS JR., PC	8,333.00	404673	
58TH DISTRICT COURT			31,051.72*
UNITED STATES POSTAL SERVICE	2.44	404597	
60TH DISTRICT COURT			2.44*
UNITED STATES POSTAL SERVICE	6.57	404597	
136TH DISTRICT COURT			6.57*
UNITED STATES POSTAL SERVICE	2.84	404597	
172ND DISTRICT COURT			2.84*
ACCO BRANDS DIRECT	40.79	404681	
252ND DISTRICT COURT			40.79*
DAVID GROVE	800.00	404485	
DAVID W BARLOW	4,166.50	404494	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	36,000.00	404495	
OFFICE DEPOT	146.53	404542	
MIKE VAN ZANDT	8,333.00	404573	
BRACK JONES JR.	8,333.33	404583	
CHARLES ROJAS	700.00	404590	
JOHN D WEST	800.00	404593	
UNITED STATES POSTAL SERVICE	346.93	404597	
SUMMER TANNER	56.00	404630	
NORMAN DESMARAIS JR.	650.00	404657	
JAMES R. MAKIN, P.C.	525.00	404666	
SOUTHEAST TEXAS PSYCHIATRY PA	1,190.00	404669	
SAMUEL & SON LAW FIRM PLLC	800.00	404694	
279TH DISTRICT COURT			62,847.29*
JACK LAWRENCE	325.00	404486	
LAIRO DOWDEN, JR.	325.00	404506	
BRACK JONES JR.	325.00	404582	
UNITED STATES POSTAL SERVICE	.41	404597	
GLEN M. CROCKER	325.00	404602	
REALTIME REPORTING SERVICES INC.	1,064.40	404665	
DANE DENNISON	500.00	404690	
317TH DISTRICT COURT			2,864.81*
UNITED STATES POSTAL SERVICE	.48	404597	
JUDY PAASCH	2,278.33	404618	
TONYA CONNELL TOUPS	3,450.00	404635	
MICHAEL WALZEL	1,000.00	404649	
JUSTICE COURT-PCT 1 PL 1			6,728.81*
CASH ADVANCE ACCOUNT	352.18	404525	
UNITED STATES POSTAL SERVICE	23.61	404597	
LEXISNEXIS- ACCURINT	120.00	404656	
JUSTICE COURT-PCT 1 PL 2			495.79*
TEXAS MUNICIPAL COURT - JUSTICE	36.00	404569	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	240.48	404597	
LEXISNEXIS- ACCURINT	120.00	404656	
			396.48*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	198.38	404542	
LEXISNEXIS- ACCURINT	120.00	404656	
			318.38*
JUSTICE COURT-PCT 4			
OFFICE DEPOT	37.53	404542	
LEXISNEXIS- ACCURINT	120.00	404656	
			157.53*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	194.97	404542	
UNITED STATES POSTAL SERVICE	42.91	404597	
LEXISNEXIS- ACCURINT	120.00	404656	
			357.88*
JUSTICE COURT-PCT 7			
CASH ADVANCE ACCOUNT	722.99	404525	
AT&T	29.77	404557	
LEXISNEXIS- ACCURINT	120.00	404656	
			872.76*
JUSTICE OF PEACE PCT. 8			
CASH ADVANCE ACCOUNT	608.11	404525	
LEXISNEXIS- ACCURINT	120.00	404656	
			728.11*
COUNTY COURT AT LAW NO.1			
SIERRA SPRING WATER CO. - BT	88.76	404599	
			88.76*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	31.67	404597	
SHEIGH SUMMERLIN	250.00	404624	
LEXISNEXIS- ACCURINT	60.00	404656	
SAMUEL & SON LAW FIRM PLLC	300.00	404694	
			641.67*
COUNTY COURT AT LAW NO. 3			
JOHN E MACEY	250.00	404531	
TEXAS COURT REPORTERS ASSOCIATION	325.00	404567	
UNITED STATES POSTAL SERVICE	27.61	404597	
ANTOINETTE BRADLEY	250.00	404613	
LEXISNEXIS- ACCURINT	60.00	404656	
JAMES R. MAKIN, P.C.	250.00	404666	
MATUSKA LAW FIRM	250.00	404686	
			1,412.61*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.62	404597	
			1.62*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	36.75	404556	
TRI-CITY COFFEE SERVICE	27.65	404572	
UNITED STATES POSTAL SERVICE	5.68	404597	
			70.08*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	45.01	404500	
FAST SIGNS, INC.	52.88	404511	
CASH ADVANCE ACCOUNT	1,127.18	404525	
KAY ELECTRONICS, INC.	120.00	404527	
AT&T	290.07	404557	
KEESHA GUILLORY	300.00	404585	
UNITED STATES POSTAL SERVICE	1,412.06	404597	
HOMICIDE INVESTIGATORS OF TEXAS INC	400.00	404600	
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	404603	
LOWE'S HOME CENTERS, INC.	15.17	404605	

NAME	AMOUNT	CHECK NO.	TOTAL
FIVE STAR FEED	49.50	404612	
CODE BLUE	12.00	404615	
3 L PRINTING	50.00	404662	
SPANKY'S WRECKER SERVICE INC	165.00	404675	
THOMSON REUTERS-WEST	168.87	404679	
RELIABLE CHEVROLET	26,577.88	404696	30,851.52*
CRIME LABORATORY			
FED EX	263.80	404512	
FISHER SCIENTIFIC	49.50	404513	
OFFICE DEPOT	86.95	404542	
SANITARY SUPPLY, INC.	70.10	404551	
VERIZON WIRELESS	76.96	404595	
AIRGAS SOUTHWEST	82.50	404638	629.81*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	798.57	404480	
GUARDIAN FORCE	856.70	404482	
JOHNSTONE SUPPLY	41.93	404487	
BOB BARKER CO., INC.	710.30	404493	
COBURN'S, BEAUMONT BOWIE (1)	208.16	404502	
FAST SIGNS, INC.	64.65	404511	
W.W. GRAINGER, INC.	260.52	404516	
HERNANDEZ OFFICE SUPPLY, INC.	3,142.58	404521	
JACK BROOKS REGIONAL AIRPORT	1,776.32	404524	
M&D SUPPLY	276.40	404530	
MOORE SUPPLY, INC.	316.80	404536	
PETTY CASH - SHERIFF'S OFFICE	533.53	404547	
SANITARY SUPPLY, INC.	4,803.82	404551	
AT&T	925.73	404557	
CDW COMPUTER CENTERS, INC.	126.09	404588	
INTERCONTINENTAL JET CORP	2,395.00	404619	
FIRETROL PROTECTION SYSTEMS, INC.	5,951.00	404648	
WORLD FUEL SERVICES	1,481.50	404655	
FIVE STAR CORRECTIONAL SERVICE	16,737.41	404660	
3 L PRINTING	75.00	404662	
CONMED INC	218,445.06	404676	
MATERA PAPER COMPANY INC	4,066.73	404678	
KROPP HOLDINGS INC	1,326.06	404683	
RELIABLE CHEVROLET	62,189.06	404696	327,508.92*
JUVENILE PROBATION DEPT.			
FED EX	36.74	404512	
ELAINE MADOLE	82.23	404532	
LARONDA TURNER	122.48	404545	
TEXAS PROBATION ASSOCIATION	560.00	404566	
UNITED STATES POSTAL SERVICE	6.76	404597	
SHANNA CITIZEN	154.68	404607	
LATASHA DILL	288.65	404623	
LYNN BIERHALTER	63.25	404625	
SHARON STREETMAN	69.00	404627	
SILSBEE FORD INC	48,901.50	404685	
SPOK INC	48.24	404692	
MONDAI RUBIN	37.38	404699	50,370.91*
JUVENILE DETENTION HOME			
BEN E KEITH FOODS	2,949.42	404614	
VACUUM CITY	294.79	404631	
FIRETROL PROTECTION SYSTEMS, INC.	545.00	404648	
KAREN ROBERTS	400.00	404650	
AI FILTER SERVICE COMPANY	183.79	404672	4,373.00*
CONSTABLE PCT 1			
OFFICE DEPOT	64.00	404542	
UNITED STATES POSTAL SERVICE	123.40	404597	
DISCOUNT UNIFORM INTERNATIONAL INC	359.61	404626	
LEXISNEXIS- ACCURINT	120.00	404656	667.01*
CONSTABLE-PCT 2			

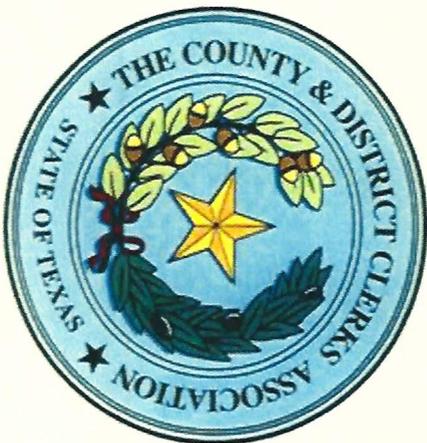
NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	491.79	404525	
TAC - TEXAS ASSN. OF COUNTIES	230.00	404561	
LEXISNEXIS- ACCURINT	120.00	404656	
CONSTABLE-PCT 6			841.79*
COCOMO JOE'S	91.00	404503	
GT DISTRIBUTORS, INC.	23.75	404514	
STRATTON HATS	902.90	404558	
UNITED STATES POSTAL SERVICE	20.73	404597	
DISCOUNT UNIFORM INTERNATIONAL INC	438.86	404626	
LEXISNEXIS- ACCURINT	120.00	404656	
TELETRAC	987.00	404695	
CONSTABLE PCT. 7			2,584.24*
LEXISNEXIS- ACCURINT	120.00	404656	
CONSTABLE PCT. 8			120.00*
LEXISNEXIS- ACCURINT	120.00	404656	
COUNTY MORGUE			120.00*
FMMS HOLDINGS OF TEXAS LLC	54,450.00	404674	
AGRICULTURE EXTENSION SVC			54,450.00*
TEXAS DEPT OF AGRICULTURE	36.00	404568	
BARBARA EVANS	158.74	404645	
HEALTH AND WELFARE NO. 1			194.74*
CITY OF BEAUMONT	40.00	404490	
CLAYBAR FUNERAL HOME, INC.	999.00	404501	
ENTERGY	70.00	404520	
UNITED STATES POSTAL SERVICE	69.76	404597	
CENTERPOINT ENERGY RESOURCES CORP	21.85	404621	
TINA CHAMPAGNE	46.00	404642	
LEXISNEXIS- ACCURINT	120.00	404656	
SPOK INC	22.85	404692	
HEALTH AND WELFARE NO. 2			1,389.46*
AT&T	29.77	404557	
LEXISNEXIS- ACCURINT	120.00	404656	
CROSS COUNTRY EDUCATIONS	207.00	404659	
SPOK INC	7.70	404692	
CHILD WELFARE UNIT			364.47*
TARGET STORES DIVISION	1,225.31	404592	
BEAUMONT OCCUPATIONAL SERVICE, INC.	37.95	404603	
J.C. PENNEY'S	393.71	404604	
ENVIRONMENTAL CONTROL			1,656.97*
AT&T	29.82	404557	
INDIGENT MEDICAL SERVICES			29.82*
OFFICE DEPOT	447.90	404542	
EMERGENCY MANAGEMENT			447.90*
VERIZON WIRELESS	150.00	404594	
MAINTENANCE-BEAUMONT			150.00*
CITY OF BEAUMONT - WATER DEPT.	230.16	404499	
ECOLAB	209.95	404508	
ENTERGY	1,024.59	404519	
HERNANDEZ OFFICE SUPPLY, INC.	39.84	404521	

NAME	AMOUNT	CHECK NO.	TOTAL
RITTER @ HOME	119.98	404550	
SANITARY SUPPLY, INC.	3,671.87	404551	
AT&T	213.44	404557	
ACADIAN HARDWOODS, BEAUMONT	698.02	404606	
WASTEWATER TRANSPORT SERVICES LLC	825.00	404689	7,032.85*
MAINTENANCE-PORT ARTHUR			
AT&T	1,285.60	404557	1,285.60*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	226.31	404500	
ALL-PHASE ELECTRIC SUPPLY	201.19	404504	
ENTERGY	383.93	404519	
NOACK LOCKSMITH	22.50	404539	
RITTER @ HOME	22.38	404550	
ACE IMAGEWEAR	85.53	404553	
W. JEFFERSON COUNTY M.W.D.	76.14	404575	
CENTERPOINT ENERGY RESOURCES CORP	25.81	404620	1,043.79*
SERVICE CENTER			
A-LINE FRONT END & BRAKE	78.50	404489	
INTERSTATE BATTERIES OF BEAUMONT/PA	403.80	404522	
J.K. CHEVROLET CO.	77.56	404523	
PHILPOTT MOTORS, INC.	1,123.70	404548	
TRI-CON, INC.	15,152.59	404570	
TRI-CON, INC.	7,556.82	404571	
VIN'S PAINT & BODY, INC.	414.25	404584	
BUMPER TO BUMPER	112.16	404616	
UNIFIRST HOLDINGS INC	22.23	404653	
MIGHTY OF SOUTHEAST TEXAS	31.77	404668	
CHASE ELECTRONICS	590.00	404671	25,563.38*
VETERANS SERVICE			
OFFICE DEPOT	247.51	404542	
UNITED STATES POSTAL SERVICE	7.53	404597	
HILARY GUEST	123.94	404608	
			378.98*
			647,293.50**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	75.80	404481	
CITY OF NEDERLAND	29.00	404500	
FALCON CREST AVIATION SUPPLY, INC.	302.55	404510	
MUNRO'S	101.70	404537	
SHERWIN-WILLIAMS	16.79	404554	
TIME WARNER COMMUNICATIONS	69.81	404562	
WESTPORT AG	1,309.06	404591	
PARKER LUMBER	9.98	404661	1,914.69**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	232.95	404603	
JUDY PAASCH	192.05	404617	
JUDY PAASCH	50.00	404618	
STORMY G CRIBB	2,000.00	404644	2,475.00**
SECURITY FEE FUND			
KENNETH BARTHELL	50.80	404496	50.80**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	612.00	404679	612.00**
EMPG GRANT			
VERIZON WIRELESS	180.40	404594	180.40**
JUVENILE TJPC-A-2014-123			

NAME	AMOUNT	CHECK NO.	TOTAL
BRIA LYNCH	12.65	404643	
JOSH CUYOS	202.40	404687	
SPOK INC	19.76	404692	
TANISHA GRIFFIN	204.70	404697	
COMMUNITY SUPERVISION FND			439.51**
COCOMO JOE'S	228.35	404503	
CURTIS 1000, INC.	678.17	404505	
OFFICE DEPOT	2,492.09	404542	
OLMSTED-KIRK PAPER	587.00	404544	
ANGELA DUGAY	112.00	404589	
UNITED STATES POSTAL SERVICE	84.77	404597	
ABSHIRE INTERPRETING SERVICES	110.00	404636	
LEXISNEXIS- ACCURINT	120.00	404656	
JCCSC	125.00	404664	
STACY TULLIER	175.60	404670	
JEFF. CO. WOMEN'S CENTER			4,712.98**
AIR COMFORT, INC.	85.00	404483	
LUBE SHOP	123.72	404529	
M&D SUPPLY	107.44	404530	
KIM MCKINNEY, LPC, LMFT	225.00	404533	
OFFICE DEPOT	1,016.37	404542	
SANITARY SUPPLY, INC.	989.31	404551	
SYSCO FOOD SERVICES, INC.	2,123.36	404560	
TIME WARNER COMMUNICATIONS	31.74	404563	
PETTY CASH - RESTITUTION I	62.67	404578	
BEN E KEITH FOODS	2,340.97	404614	
ATTABOY TERMITE & PEST CONTROL	50.00	404652	
ROCHESTER ARMORED CAR CO INC	121.64	404663	
SPOK INC	16.41	404692	
VISUAL PROMOTIONS LLC	996.78	404700	
COUNTY CLERK - RECORD MGT			8,290.41**
AT&T	111.10	404557	
DRUG INTERVENTION COURT			111.10**
REDWOOD TOXICOLOGY LABORATORY	289.85	404634	
COUNTY RECORDS MANAGEMENT			289.85**
CDW COMPUTER CENTERS, INC.	247.87	404588	
UNITED STATES POSTAL SERVICE	.41	404597	
TYRRELL HISTORICAL LIBRARY	50.00	404610	
PORT ARTHUR HISTORICAL SOCIETY	75.00	404632	
HOTEL OCCUPANCY TAX FUND			373.28**
CITY OF BEAUMONT - WATER DEPT.	100.78	404499	
CASH ADVANCE ACCOUNT	304.92	404525	
MUNRO'S	87.00	404537	
UNITED STATES POSTAL SERVICE	2.45	404597	
CAPITAL PROJECTS FUND			495.15**
CARROLL & BLACKMAN, INC.	774.99	404488	
BAILEY'S ARCHITECTS INC	3,833.31	404633	
AIRPORT FUND			4,608.30**
TRIANGLE LOCKSMITH	130.00	404484	
AUTOMATIC PUMP AND EQUIP., INC.	403.00	404492	
CITY OF NEDERLAND	640.92	404500	
COCOMO JOE'S	1,569.00	404503	
FED EX	16.12	404512	
MEINEKE	217.69	404535	
OFFICE DEPOT	410.71	404542	
SANITARY SUPPLY, INC.	111.25	404551	
FASTENAL	41.00	404587	

NAME	AMOUNT	CHECK NO.	TOTAL
LOWE'S HOME CENTERS, INC.	295.30	404605	
CLASSIC FORMS AND PRODUCTS	589.90	404611	
HOLES INCORPORATED	550.00	404647	
UNIFIRST HOLDINGS INC	97.70	404653	
EZ-LINER INDUSTRIES	737.71	404667	
EASTERN AVIATION FUELS INC	66,251.56	404693	72,061.86**
AIRPORT IMPROVE. GRANTS			
LIND & ASSOCIATES INC	666.00	404698	666.00**
SE TX EMP. BENEFIT POOL			
CHLIC-CHICAGO	62,220.78	404654	62,220.78**
LIABILITY CLAIMS ACCOUNT			
MEHAFFY & WEBER	7,328.41	404534	7,328.41**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	5,865.47	404622	5,865.47**
SHERIFF'S FORFEITURE FUND			
SOUTHERN ARMS AND MFG LLC	435.00	404682	435.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,145.00	404637	2,145.00**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	316.74	404524	
NEDERLAND HARDWARE SUPPLY	21.28	404576	
SIERRA SPRING WATER CO. - BT	55.07	404598	
WORLD FUEL SERVICES	621.65	404655	
PALMER POWER	245.00	404680	1,259.74**
SHERIFF SPINDLETOP MENTAL			
RELIABLE CHEVROLET	26,577.88	404696	26,577.88**
			865,678.76***

DESCRIPTION	QUANTIY	PRICE
Dell UltraSharp 23 Multimedia Monitor - UZ2315H with 3 year warranty	4	\$935.96
Brother IntelliFAX-2840 - Laser Fax Item # 846583	2	\$399.98
Brother TN-450 High Yield Black Toner Cartridge Item # 695769	4	\$263.96
Safco Scoot Deskside Printer Stand Black/Silver Item # 877315	1	\$137.05
Texas Correctional Industries - New Office construction	1	\$8,216.00
Baytech Thermal Barcode Labels - 657 roll @ 7.61 per roll		\$5,000.00
SubTotal		\$14,952.95



**COUNTY & DISTRICT CLERKS'
ASSOCIATION OF TEXAS**

Certificate of Completion Awarded to

Carolyn Guidry
Jefferson, County Clerk

*For completing the required 20 Hours of Continuing Education for 2014 as prescribed in
Section 51.605 of the Texas Government Code.*

In witness therefore, recognition is hereby made this January 2015.

Diane Hoefling

Diane Hoefling, President

Heather Hawthorne

Heather Hawthorne, Vice President



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 9th day of March, 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:

RED CROSS MONTH

WHEREAS, every March, during American Red Cross Month, we recognize and thank our Everyday Heroes – those who reach out to help people in need; and

WHEREAS, the American Red Cross heroes help disaster victims recover, brighten the day of an injured service members and step forward to help those having a heart attack; and

WHEREAS, we would like to acknowledge our heroes here in Jefferson County who give unselfishly and tirelessly to assist neighbors when they need a helping hand; and

WHEREAS, across the country and around the world, the American Red Cross responds to disasters and offers comfort to injured service members in hospitals far from home, and step up wherever they see a need; and

WHEREAS, the month of March is dedicated to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies and we acknowledge that our community depends on the American Red Cross, which relies on donations of time and funding to fulfill its humanitarian mission.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County by does hereby proclaim March 2015 as American Red Cross Month and we encourage all Americans to support the American Red Cross humanitarian mission.

Signed this 9th of March, 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



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 9th day of March, 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, Louis LeBlanc has devoted 34 years and 5 months of his life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through Precinct #1 and Precinct #4 Road and Bridge Department; and

WHEREAS, Louis LeBlanc started work in 1980 for Jefferson County Road and Bridge Precinct #4 as a Laborer under Commissioner Rolfe Christopher and continued his service with Precinct #4 under Commissioner Ed Moore until 2000. In that same year Louis transferred to Precinct #1 as Senior Equipment Operator under Commissioner Jimmie Cokinos. From 2005 to present he worked for Commissioner Eddie Arnold who promoted Louis to Road Foreman in 2009; and,

WHEREAS, Louis LeBlanc has dedicated his talents and services as a Jefferson County Precinct #1 Road and Bridge employee helping maintain a reputable and safe work place; and,

WHEREAS, Louis LeBlanc will be missed, but we are happy for him as he will have more time to spend with his family.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend Louis LeBlanc for dedicated service as a valuable employee of Jefferson County and wishes well in retirement.

SIGNED this 9th day of March, 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

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



RECEIVED FEB 20 2015

Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

February 18, 2015

Loma George
Judge Branick's Office

Re: Agenda Item

Please place this on the March ⁰⁹02, 2015 Commissioner's Court Agenda.

Receive and file Certificate of Completion for Commissioner Eddie Arnold. Commissioner Arnold has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government code for 2014.

Total hours earned in 2014 – 32.85. Commissioner Arnold will carry forward from 2014 to 2015 – 16.85 continuing education hours that he completed in excess of the required 16 hours.

Thank you,

Eddie Arnold
Jefferson County Commissioner Pct #1

EA/pfn

COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION
CERTIFICATE OF COMPLETION

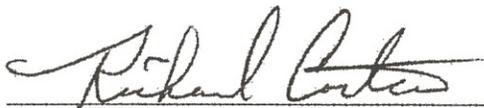
This is to certify that

Eddie Arnold

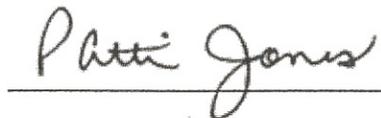
Jefferson County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2013



Richard Cortese, Chairman
Commissioners Education Committee



County Judges and Commissioners
Association of Texas

COMMISSIONERS COURT

March 9, 2015

Receive and file fully executed Inter-local Agreement between Jefferson County, Texas and the City of Port Arthur, Texas creating Texas Tax Increment Reinvestment Zone No. 1.

DELORIS "BOBBIE" PRINCE, MAYOR
DERRICK FREEMAN, MAYOR PRO TEM



VAL TIZENO
CITY ATTORNEY

COUNCIL MEMBERS:
RAYMOND SCOTT, JR.
TIFFANY HAMILTON
MORRIS ALBRIGHT III
STEPHEN A. MOSELY
WILLIE "BAE" LEWIS, JR.
ROBERT E. WILLIAMSON
KAPRINA RICHARDSON FRANK

February 16, 2015

Mr. Fred L. Jackson
Attorney to County Judge
Jefferson County, Texas
P.O. Box 4025
Beaumont, TX 77704

Dear Mr. Jackson:

Please find attached a copy of Resolution No. 15-027, which the City Council approved on January 20, 2015. On February 6, 2015, we finally received the correct Exhibits to be attached to the Interlocal Agreement.

I have also attached two copies of the Interlocal Agreement relating to the Downtown Tax Increment Reinvestment Zone No. 1. Please have Judge Branick execute and return one (1) original back to our office, and retain the other for your records.

Thanks for your usual prompt attention.

Sincerely,

Gwen Thibodeaux
Legal Assistant

Enclosures

cc: City Secretary's Office

P. R. NO. 18429
01/07/2015 gt

RESOLUTION NO. 15-027

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PORT ARTHUR, TEXAS, AND JEFFERSON COUNTY, TEXAS, RELATING TO THE CITY OF PORT ARTHUR'S DOWNTOWN TAX INCREMENT REINVESTMENT ZONE NO. 1

WHEREAS, per Resolution No. 12-264, the City Council authorized the City of Port Arthur Section 4A Economic Development Corporation to hire the Parker Law Firm to begin the tax increment reinvestment zone process pursuant to Chapter 311 of the Tax Code; and

WHEREAS, per Ordinance No. 12-75, the City Council, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a), designated as a reinvestment zone, and created and designated a reinvestment zone over the area described in Exhibit "A" to promote the redevelopment of the area and named for identification as "Reinvestment Zone No. 1, which also may be referred to as the Downtown Tax Increment Reinvestment Zone; and

WHEREAS, per Resolution No. 12-615, the City Council appointed Floyd T. Johnson to the Downtown Reinvestment Board, which expired on December 18, 2014; and

WHEREAS, per Ordinance No. 13-10, the City Council adopted the final Project and Reinvestment Zone Financing Plan which was previously adopted by the Downtown Reinvestment Board No. 1 on February 7, 2013; and

WHEREAS, on November 17, 2014, at a Special Meeting, the Commissioners Court of Jefferson County, Texas, approved and authorized the County Judge to execute an Interlocal Agreement between Jefferson County, Texas, and the City of Port Arthur, Texas, relating to Downtown Tax Increment Reinvestment Zone No. 1, attached hereto as Exhibit "B".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Manager is herein authorized to enter into an Interlocal Agreement between the City of Port Arthur, Texas, and Jefferson County, Texas, relating to the City of Port Arthur's Downtown Tax Increment Reinvestment Zone No. 1, in substantially the same form as attached hereto as Exhibit "B".

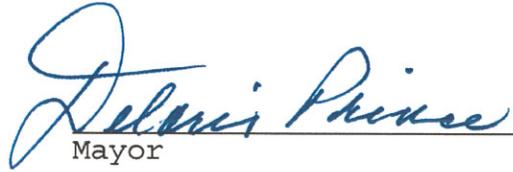
Section 3. That a copy of the caption of this Resolution shall be spread upon the Minutes of the City Council.

READ, ADOPTED, AND APPROVED, this 20th day of Jan, 2015 AD, at a Regular Meeting of the City Council of the City of Port Arthur, Texas by the following vote: AYES:

Mayor: Prince; Mayor Pro Tem Freeman ;

Councilmembers: Scott, Albright, Mosely, Lewis, Williamson and Frank ;

NOES: None .



Mayor

ATTEST:



City Secretary

APPROVED AS TO FORM:



City Attorney

APPROVED FOR ADMINISTRATION:



City Manager

EXHIBIT "A"

EXHIBIT A

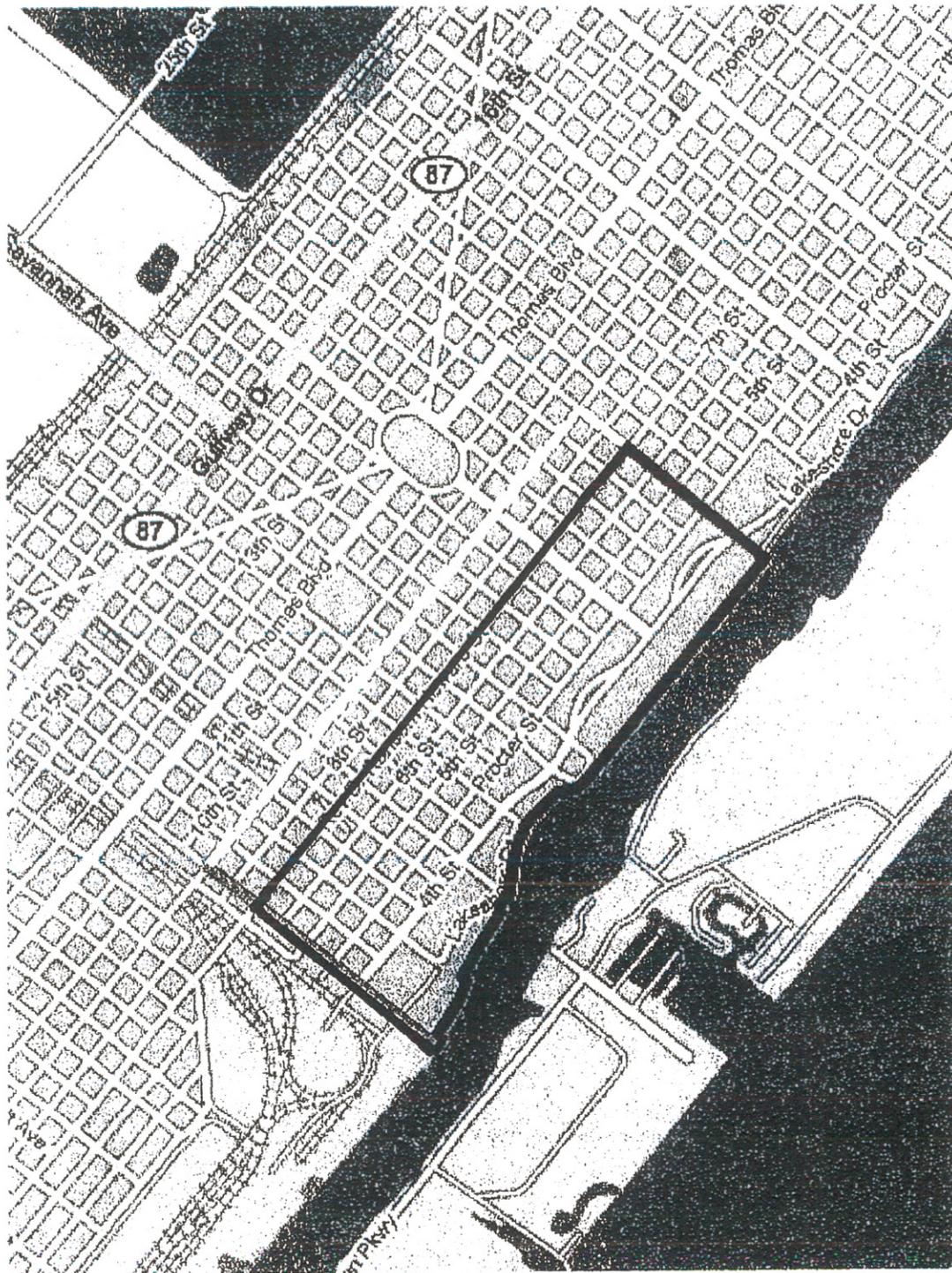


EXHIBIT "B"

INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF PORT ARTHUR, TEXAS
AND
JEFFERSON COUNTY, TEXAS
RELATING TO
CITY OF PORT ARTHUR, TEXAS
DOWNTOWN TAX INCREMENT REINVESTMENT ZONE NO. 1

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

**INTERLOCAL AGREEMENT
BETWEEN JEFFERSON COUNTY AND THE CITY OF PORT ARTHUR RELATED
TO PORT ARTHUR, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 1**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the **CITY OF PORT ARTHUR, TEXAS** (the “City”), a home rule municipality of the State of Texas, acting by and through its governing body, the City Council, and **JEFFERSON COUNTY, TEXAS** (the “County”), acting by and through its governing body, the Commissioners Court. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of the City and the County in **REINVESTMENT ZONE NUMBER ONE, CITY OF PORT ARTHUR, TEXAS** (the “Reinvestment Zone”), a reinvestment zone to be created by the City pursuant to Chapter 311 of the Texas Tax Code.

RECITALS:

The City, on November 9, 2012, designated the Reinvestment Zone in the area more particularly described in the attached Exhibit A and on the map attached hereto as Exhibit B. The Reinvestment Zone consists of approximately 372 acres of land.

The general purpose of the Reinvestment Zone is to promote the redevelopment of the property in the Reinvestment Zone and in surrounding areas in the City and County pursuant to the tax increment finance provisions of Section 311.005(a)(1), (2) and (4) of the Texas Tax Code. The specific purpose of the Reinvestment Zone is to provide a financing mechanism to pay for a portion of the costs associated with certain water, wastewater, roads/drainage and reclaimed water improvements within the Reinvestment Zone as set forth in Exhibit C (the Project”). The purposes of the Project are to improve economic development and to enhance the quality of living conditions within the City of Port Arthur, Texas.

The financial plan for the Project is for the Developer to provide construction for the Project and for the City, with assistance from the County as provided in this Agreement, to reimburse the Developer for a portion of the Project Costs from tax increment revenues derived from increases in property values resulting from new development within the Reinvestment Zone.

The City and County wish to provide in this Agreement for the County to make payments to the City of a portion of the County’s tax increment revenues derived from increases in

property values resulting from new development in the Reinvestment Zone, which payments are to be used by the City to reimburse the Developer for a portion of the Project Costs under the terms and conditions described in this Agreement.

AGREEMENT:

In consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County agree as follows:

SECTION 1. Definitions.

In this Agreement:

A. *Captured appraised value* for a year means the total appraised value of all real property taxable by the City of County and located in the Reinvestment Zone for that year, less the respective tax increment base of the City or County.

B. *Developer* will be the apartment owners, commercial business, industrial development organizations, economic development organizations and related organizations who commit to spending a minimum of FIFTY THOUSAND (\$50,000.00) DOLLARS for economic development improvements within the Project Zone.

C. *Project* means, initially, the Project as set forth in Exhibit C. The public improvements constituting the Project may be revised or supplemented by amendments to the Project Plan that are adopted by the board of Directors of the Reinvestment Zone and approved by the City Council of the City from time to time.

D. *Project Plan* means the Project Plan and Reinvestment Zone financing plan for the Reinvestment Zone adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of the City, and amendments to these plans that are adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of the City from time to time. By entering this agreement the County is not obligating itself to directly fund or construct or repair any infrastructure within the zone and all such expenses will be borne by the Board

D. *Tax increment* for a year means the amount of property taxes levied and collected by the City or County for that year on the captured appraised value of real property taxable by the City or County and located in the Reinvestment Zone.

E. *Tax increment base* means the total appraised value of all real property taxable by the City or County and located in the Reinvestment Zone for the year 2012 according to the certified Jefferson County Tax Roll.

F. *Tax Increment Fund* means the tax increment fund created by the City for the Reinvestment Zone.

G. Terms other than those defined above shall have 1) their meanings as given in Chapter 311, Texas Tax Code, or 2) if not so defined, their usual and ordinary meanings.

H. References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

SECTION 2. Obligations of the County.

A. **Payments to the City.** The County agrees to make payments to the City during the term of this Agreement, for deposit in the Tax Increment Fund, in the amount of 20% of the tax increment attributed to the captured appraised value of the County in the Reinvestment Zone. The County's obligation to make these payments will accrue only as taxes on the captured appraised value are collected by the County. Payments shall be due on May 1 of each year during the term of this Agreement. No interest or penalty will be charged to the County for any payments made by the County based on collections that occur after this due date; however, the County will pay to the City, for deposit in the Tax Increment Fund, 20% of any penalty or interest received by the County on any delinquent taxes on the captured appraised value of the County. The County may offset against future payments to the Tax Increment Fund any portion of payments to the City under this Agreement that the County subsequently refunds to taxpayers pursuant to the provisions of the Texas Tax Code.

B. **Limitations on Payments.** The County is not obligated to make payments under this Agreement 1) unless and until taxes on the captured appraised value are actually collection by the County, or 2) from any source other than taxes actually collected on the County's captured appraised value, or 3) from any County Taxes or revenues other than taxes actually collected on the County's captured appraised value. Notwithstanding any provisions contained herein, this Agreement is expressly contingent upon the availability of funds for each obligation herein for the term of this Agreement and any extension thereto. In the event that either no funds or insufficient funds are appropriated for the payments due under this Agreement for the period covered by such budget or appropriation, the contract shall terminate without penalty to the County.

C. **Expansion of the Reinvestment Zone; Supplemental Projects.** The County's obligation to make payments under this Agreement is limited to the County's captured appraised value on property in the Reinvestment Zone as described in this Agreement. The County is not obligated to make payments based on the addition of property to the Reinvestment zone unless the County specifically agrees to do so by amendment to this Agreement. The County's obligation to make payments under this Agreement is also limited to use by the City for partial reimbursement of the Project Costs, as described herein. The County is not obligated to make payments towards the costs of any other improvements unless the County specifically agrees to

do so by amendment to this Agreement. Any member of the County Commissioners Court may review and provide comments to the board of Directors of the Reinvestment Zone or the City Council of the City on any proposed expansion of the Reinvestment Zone or amendment to the Project Plan prior to its approval by the City Council.

D. County Appointment to Board of Directors of the Reinvestment Zone.

Pursuant to the provisions of Section 311.009(a), Texas Tax Code, the Commissioners Court of the County shall have the unequivocal right during the term of this Agreement to appoint and remove, at its sole discretion, a qualified person to serve as a voting member of the Board of Directors of the Reinvestment Zone. Failure of the Commissioners Court to appoint a person to the Board of Directors of the Reinvestment Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. The Commissioners Court will make best faith efforts to appoint a qualified person to serve on the Board of Directors, and to fill vacancies in this position as needed.

SECTION 3. Obligations of the City.

A. Initial Project Plan. The City agrees that the Project, as described herein will comprise the Project in the initial Project Plan to be adopted by the board of Directors of the Reinvestment Zone and approved by the City Council of the City. The City agrees that the Reinvestment Zone financing plan in the initial Project Plan to be adopted by the Board of Directors of the Reinvestment zone and approved by the City Council of the City shall provide for use of the County's payments under this Agreement solely to reimburse the Developer for a portion of the Project Costs.

B. Use of County Payments. The City agrees to use payments made by the County under this Agreement solely to reimburse the Developer for Project Costs.

C. Notice to County of Amendments to Project Plan. The City agrees to provide the County with written notice of any proposed amendments to the Project Plan at least 14 days prior to their submission to the City Council for approval. The City agrees to work with the Reinvestment Zone Board of Directors to implement the Project Plan.

D. Disposition of Tax Increments. Upon termination of the Reinvestment Zone, and after all obligations of the Reinvestment Zone have been paid, the City agrees to pay to the county, within 60 days of the termination, all monies remaining in the Tax Increment Fund that represent the County's pro rata amount of participation authorized under this Agreement.

E. Annual Reports. The City agrees to provide to the County an annual report regarding the Reinvestment Zone as required under Texas Tax Code Section 311.016.

F. Audits – Redevelopment Authority. In the event the City creates a redevelopment authority in connection with the Reinvestment Zone, the City shall provide to the County a copy of each of the audits required by the agreement between the City, the Reinvestment Zone and any

such redevelopment authority within 30 days of receipt of each audit.

SECTION 4. Term and Termination.

A. **Agreement Term.** This Agreement will take effect only upon designation of the Reinvestment Zone by ordinance of the City and will be in effect for the earlier of 1) thirty (30) years from the date of the designation of the Reinvestment Zone or 2) the date the Developer is reimbursed the Project Costs, unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the County or City to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to make payments to the City shall end; however, any refund obligations of the City shall survive the termination.

B. **Early Termination of Reinvestment Zone.** The County or City may terminate the Reinvestment Zone pursuant to the provisions of Section 311.017 of the Texas Tax Code or at any time there is a breach by the other party. The party desiring to terminate this agreement may do so upon giving 30 days' written notice to the other party.

C. **Interpretation.** The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act.

D. **Invalid Provisions.** Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

E. **Applicable Laws.** This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Jefferson County, Texas, and venue for any action arising hereunder shall be in Jefferson County, Texas.

F. **Authorization; Funding.** Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective governing body, and that funding from each party for the performance of this Agreement will be provided from current revenues available to the parties.

G. **Notices.** Notices required by this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following address/fax numbers:

CITY:

City Manager

JEFFERSON COUNTY:

County Judge
P.O. Box 4025
Beaumont, TX 77704
FAX: 409-839-2311

H. **Non-Waiver.** Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

I. **Successors.** This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or the Reinvestment Zone or any officer, agent or employee of the County.

J. **No Waiver of Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

K. **Third Party Beneficiary.** The parties agree that Developer and its successors and assigns shall have the right to enforce as a third party beneficiary Section 2.A. against the County for any breach of its contractual obligations hereunder, as well as Section 5.B. and this Section 5.K.

IN WITNESS HEREOF, the City and the County have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PORT ARTHUR

City Manager

Date

ATTEST/SEAL:

City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

City Attorney

JEFFERSON COUNTY

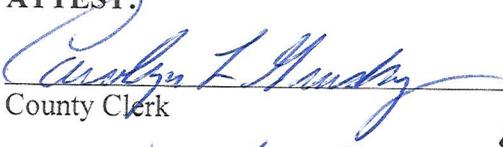


Jefferson County Judge

Date

March 9, 2015

ATTEST:



County Clerk

Date

3/9/15



EXHIBIT "A"

Boundary Description:

The TIRZ is being proposed to facilitate the revitalization of approximately .372 acres strategically located within an area generally bounded by Houston Avenue on the west, Rev. Ransom Howard/ 7th Street on the north, Charleston Avenue on the east and the Port Arthur Ship Channel on the south, all as depicted in the photo map below.

EXHIBIT "B"

Downtown Reinvestment Map Boundaries

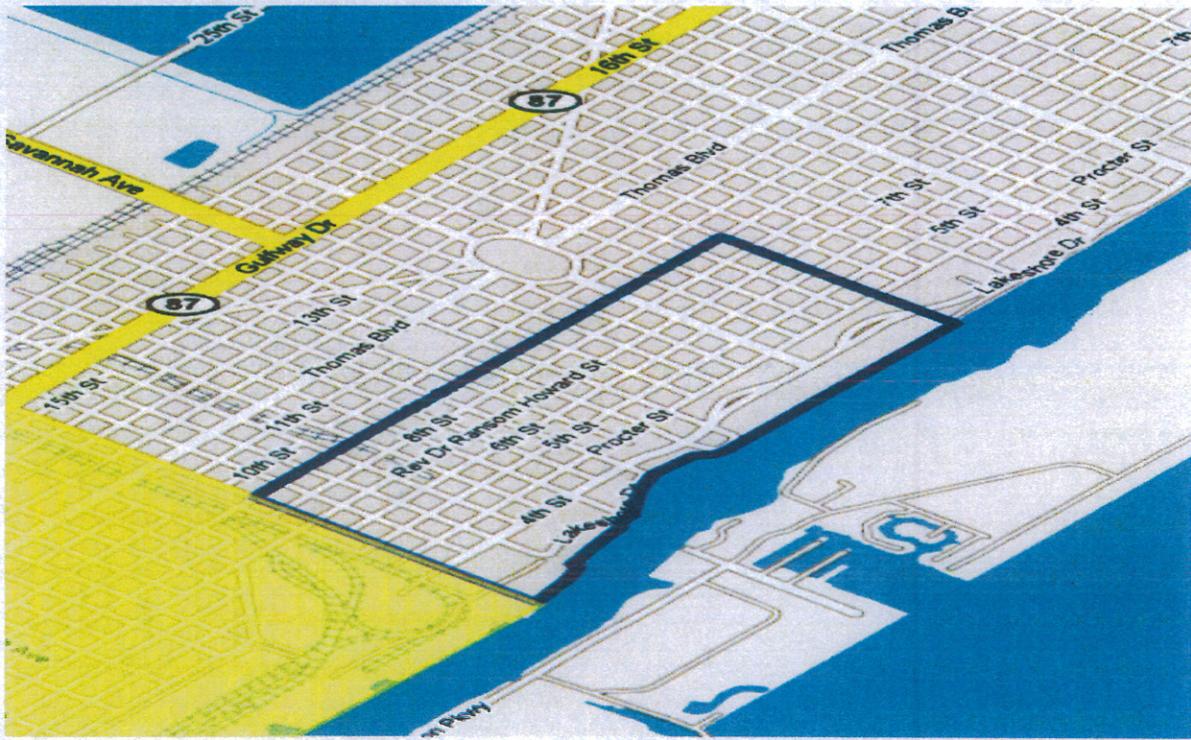


EXHIBIT “C”

I. Project Plan

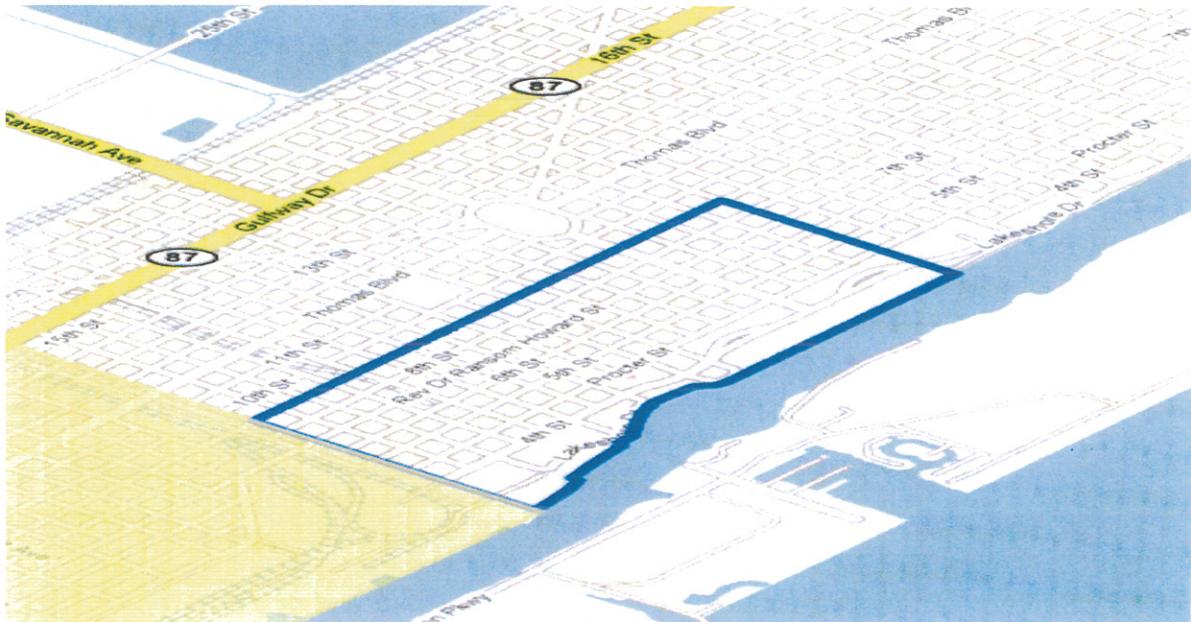
A. Overview

This document constitutes the Project Plan and Reinvestment Plan for the Port Arthur Tax Increment Reinvestment Zone Number 1 (the “TIRZ” or the “Zone”) and has been prepared in accordance with the requirements of Chapter 311.011 of the Texas Tax Code.

The Plan details the improvements to be funded by the Zone. Additionally, the Plan details the methods of financing and sources of funding available to the Zone, including the requested participation levels of the taxing entities.

The TIRZ is being proposed to facilitate the revitalization of approximately .372 acres strategically located within an area generally bounded by Houston Avenue on the west, Rev. Ransom Howard/ 7th Street on the north, Charleston Avenue on the east and the Port Arthur Ship Channel on the south, all as depicted in the photo map below.

BOUNDARY MAP



The revitalization of Proctor Street Reinvestment Zone is in concert with the City's adopted Comprehensive Plan, which targeted areas like Proctor as being ripe for revitalization. The TIRZ will serve as an implementation tool for the City's Comprehensive Plan through the development and implementation of the Project Plan and Reinvestment Zone Financing Plan that will be developed for the Zone. The TIRZ will provide a focused planning and financing vehicle to jumpstart, promote and monitor this critical revitalization effort to the benefit of all the citizens of Port Arthur, individual and corporate, as well as all taxing jurisdictions.

Most significant among the proposed public improvements are utility and roadway improvements, environmental remediation, streetscape/gateways/parks/cultural facilities, and real property assembly. The estimated budget for the TIRZ is approximately \$ 9,250,000 million dollars as detailed in the Financing Plan.

In summary, the proposed TIRZ will focus and accelerate the re-development of the Proctor area, the heart of the City of Port Arthur. But for the creation the TIRZ and participation of the City of Port Arthur, Jefferson County the Port Authority, the Navigation District, Drainage District, and the Port Arthur Independent School District (PAISD) this area is not likely to experience the magnitude of private investment necessary to stimulate revitalizing in the foreseeable future.

B. Existing Conditions and Proposed Uses 311.011(b)(1)

The City of Port Arthur has a rich history as a community whose fortunes have waxed and waned over the past century. The area within the proposed boundary of the TIRZ shows many remnants of the waned fortunes of Port Arthur.

This proposed zone has vast numbers of vacant and decaying structures and environmental impacted properties. The proposed TIRZ area lack basic retail services and these lacks of services hinder efforts to attract additional residents and services to the city, especially in the proposed zone. The proposed Zone will create a mechanism to implement a redevelopment strategy by encouraging strategic partnerships and providing practical implementation tools. Proposed development, if this Zone is created includes higher education housing facilities, light industry expansion, and retail.

With the TIRZ in place, these opportunities can be managed to their full potential to create an economically dynamic area. This proposed TIRZ will provide a strategy of long-term stabilization and revitalization. Participation in the TIRZ creates a rare opportunity for taxing entities to interact with the development community regarding proposed developments to the benefit of all concerns.

C. Municipal Ordinances 311.011(b)(2)

Other than the ordinances directly associated with the creation of the Zone, no changes to any ordinances including development ordinances or building codes are called for to implement the Project Plan and Reinvestment Zone Financing Plan.

D. Non-Project Costs 311.011(b)(3)

Non-Project Costs represents costs and expenditures for projected private and public investments that will not be funded or reimbursed by the TIRZ. For example, the Non-Project Costs include planned roadway improvements that could be funded by the City of Port Arthur's Community Development Block Grant Program or other federal or state programs. Non-Project Costs also include nonreimbursable private investment that is anticipated by the Financing Plan and used for forecasting the future value and incremental revenue of the TIRZ.

E. Relocation 311.011(b)(4)

The proposed TIRZ does not contemplate any condemnation to accomplish relocation, but should relocation be necessary to effectively implement the TIRZ Project Plan and Reinvestment Zone Financing Plan, the cost of such relocation will be eligible for reimbursement as provided in Chapter 311.002(f).

II. Reinvestment Zone Preliminary Financing Plan

The TIRZ is intended to provide funding for public improvements, infrastructure and facilities to avert blight and business base decline and attract new development. This will result in an increase of the tax base of the TIRZ and surrounding areas to the benefit of the City and all other taxing jurisdictions and taxpayers.

A. Estimated Project Costs Description 311.011c1

The project costs below follow the categories established in Section 311.002 of the Texas Tax Code as eligible project costs. The dollar amounts are approximate and are expressed in year 2012 dollars, and they may be adjusted for inflation. It is anticipated that most spending will be made in association with larger expenditure by private developers and public partners.

CAPITAL PROJECTS

Utilities/Infrastructure	\$4,000,000
Costs include but are not limited to reimbursement for utility Expansions for water, sewer, drainage and paving improvements	
Streetscape/Gateways/Parks/Community Facilities	\$1,500,000
These enhancements are proposed to properly serve existing and future development, and include but are not limited to lighting, walks, landscaping and related street furniture, greenbelts and paths, parks, Outdoor pavilions, non-profit community and arts space, and Recreation/sports facilities.	
Demolition/Environmental Abatement	\$750,000
TIRZ funds may be used to financially assist demolition and environmental abatement to serve public purpose including site work and fill, which will prepare sites and existing structures for new use.	
Professional Services	\$500,000
These costs include but are not limited to those that may be incurred for architectural, planning, engineering, legal landscape architecture, financial, marketing, public relations, Management, leasing, bookkeeping, tax role verification,	
Financing Costs	\$2,000,000
This category of costs includes all interest, legal fees, brokerage charges, transfer or placement charges, premium and fees paid For loans, credit enhancement fees, notes, bonds or other instruments of credit issued to pay for project costs. This figure is conservatively estimated to amount to one-quarter of the total project costs.	

Zone Operation	\$500,000
This category reflects anticipated cost of operation and administration of the Zone over its life	
TOTAL ESTIMATED ZONE EXPENDITURES	\$9,250,000

- **These numbers are estimates and do not take into account inflation and other factors possible changing before project implementation.**

**DUPLICATE ORIGINAL
CONTRACT FOR**

RES/ORD 15-027

**PLEASE KEEP FOR YOUR
FILES OR CONTRACTOR**

**COUNCIL MEETING
DATE:**

January 20, 2015

INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF PORT ARTHUR, TEXAS
AND
JEFFERSON COUNTY, TEXAS
RELATING TO
CITY OF PORT ARTHUR, TEXAS
DOWNTOWN TAX INCREMENT REINVESTMENT ZONE NO. 1

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

**INTERLOCAL AGREEMENT
BETWEEN JEFFERSON COUNTY AND THE CITY OF PORT ARTHUR RELATED
TO PORT ARTHUR, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 1**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the **CITY OF PORT ARTHUR, TEXAS** (the “City”), a home rule municipality of the State of Texas, acting by and through its governing body, the City Council, and **JEFFERSON COUNTY, TEXAS** (the “County”), acting by and through its governing body, the Commissioners Court. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of the City and the County in **REINVESTMENT ZONE NUMBER ONE, CITY OF PORT ARTHUR, TEXAS** (the “Reinvestment Zone”), a reinvestment zone to be created by the City pursuant to Chapter 311 of the Texas Tax Code.

RECITALS:

The City, on November 9, 2012, designated the Reinvestment Zone in the area more particularly described in the attached Exhibit A and on the map attached hereto as Exhibit B. The Reinvestment Zone consists of approximately 372 acres of land.

The general purpose of the Reinvestment Zone is to promote the redevelopment of the property in the Reinvestment Zone and in surrounding areas in the City and County pursuant to the tax increment finance provisions of Section 311.005(a)(1), (2) and (4) of the Texas Tax Code. The specific purpose of the Reinvestment Zone is to provide a financing mechanism to pay for a portion of the costs associated with certain water, wastewater, roads/drainage and reclaimed water improvements within the Reinvestment Zone as set forth in Exhibit C (the Project”). The purposes of the Project are to improve economic development and to enhance the quality of living conditions within the City of Port Arthur, Texas.

The financial plan for the Project is for the Developer to provide construction for the Project and for the City, with assistance from the County as provided in this Agreement, to reimburse the Developer for a portion of the Project Costs from tax increment revenues derived from increases in property values resulting from new development within the Reinvestment Zone.

The City and County wish to provide in this Agreement for the County to make payments to the City of a portion of the County’s tax increment revenues derived from increases in

property values resulting from new development in the Reinvestment Zone, which payments are to be used by the City to reimburse the Developer for a portion of the Project Costs under the terms and conditions described in this Agreement.

AGREEMENT:

In consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County agree as follows:

SECTION 1. Definitions.

In this Agreement:

A. *Captured appraised value* for a year means the total appraised value of all real property taxable by the City of County and located in the Reinvestment Zone for that year, less the respective tax increment base of the City or County.

B. *Developer* will be the apartment owners, commercial business, industrial development organizations, economic development organizations and related organizations who commit to spending a minimum of FIFTY THOUSAND (\$50,000.00) DOLLARS for economic development improvements within the Project Zone.

C. *Project* means, initially, the Project as set forth in Exhibit C. The public improvements constituting the Project may be revised or supplemented by amendments to the Project Plan that are adopted by the board of Directors of the Reinvestment Zone and approved by the City Council of the City from time to time.

D. *Project Plan* means the Project Plan and Reinvestment Zone financing plan for the Reinvestment Zone adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of the City, and amendments to these plans that are adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of the City from time to time. By entering this agreement the County is not obligating itself to directly fund or construct or repair any infrastructure within the zone and all such expenses will be borne by the Board

D. *Tax increment* for a year means the amount of property taxes levied and collected by the City or County for that year on the captured appraised value of real property taxable by the City or County and located in the Reinvestment Zone.

E. *Tax increment base* means the total appraised value of all real property taxable by the City or County and located in the Reinvestment Zone for the year 2012 according to the certified Jefferson County Tax Roll.

F. *Tax Increment Fund* means the tax increment fund created by the City for the Reinvestment Zone.

G. Terms other than those defined above shall have 1) their meanings as given in Chapter 311, Texas Tax Code, or 2) if not so defined, their usual and ordinary meanings.

H. References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

SECTION 2. Obligations of the County.

A. **Payments to the City.** The County agrees to make payments to the City during the term of this Agreement, for deposit in the Tax Increment Fund, in the amount of 20% of the tax increment attributed to the captured appraised value of the County in the Reinvestment Zone. The County's obligation to make these payments will accrue only as taxes on the captured appraised value are collected by the County. Payments shall be due on May 1 of each year during the term of this Agreement. No interest or penalty will be charged to the County for any payments made by the County based on collections that occur after this due date; however, the County will pay to the City, for deposit in the Tax Increment Fund, 20% of any penalty or interest received by the County on any delinquent taxes on the captured appraised value of the County. The County may offset against future payments to the Tax Increment Fund any portion of payments to the City under this Agreement that the County subsequently refunds to taxpayers pursuant to the provisions of the Texas Tax Code.

B. **Limitations on Payments.** The County is not obligated to make payments under this Agreement 1) unless and until taxes on the captured appraised value are actually collection by the County, or 2) from any source other than taxes actually collected on the County's captured appraised value, or 3) from any County Taxes or revenues other than taxes actually collected on the County's captured appraised value. Notwithstanding any provisions contained herein, this Agreement is expressly contingent upon the availability of funds for each obligation herein for the term of this Agreement and any extension thereto. In the event that either no funds or insufficient funds are appropriated for the payments due under this Agreement for the period covered by such budget or appropriation, the contract shall terminate without penalty to the County.

C. **Expansion of the Reinvestment Zone; Supplemental Projects.** The County's obligation to make payments under this Agreement is limited to the County's captured appraised value on property in the Reinvestment Zone as described in this Agreement. The County is not obligated to make payments based on the addition of property to the Reinvestment zone unless the County specifically agrees to do so by amendment to this Agreement. The County's obligation to make payments under this Agreement is also limited to use by the City for partial reimbursement of the Project Costs, as described herein. The County is not obligated to make payments towards the costs of any other improvements unless the County specifically agrees to

do so by amendment to this Agreement. Any member of the County Commissioners Court may review and provide comments to the board of Directors of the Reinvestment Zone or the City Council of the City on any proposed expansion of the Reinvestment Zone or amendment to the Project Plan prior to its approval by the City Council.

D. County Appointment to Board of Directors of the Reinvestment Zone.

Pursuant to the provisions of Section 311.009(a), Texas Tax Code, the Commissioners Court of the County shall have the unequivocal right during the term of this Agreement to appoint and remove, at its sole discretion, a qualified person to serve as a voting member of the Board of Directors of the Reinvestment Zone. Failure of the Commissioners Court to appoint a person to the Board of Directors of the Reinvestment Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. The Commissioners Court will make best faith efforts to appoint a qualified person to serve on the Board of Directors, and to fill vacancies in this position as needed.

SECTION 3. Obligations of the City.

A. Initial Project Plan. The City agrees that the Project, as described herein will comprise the Project in the initial Project Plan to be adopted by the board of Directors of the Reinvestment Zone and approved by the City Council of the City. The City agrees that the Reinvestment Zone financing plan in the initial Project Plan to be adopted by the Board of Directors of the Reinvestment zone and approved by the City Council of the City shall provide for use of the County's payments under this Agreement solely to reimburse the Developer for a portion of the Project Costs.

B. Use of County Payments. The City agrees to use payments made by the County under this Agreement solely to reimburse the Developer for Project Costs.

C. Notice to County of Amendments to Project Plan. The City agrees to provide the County with written notice of any proposed amendments to the Project Plan at least 14 days prior to their submission to the City Council for approval. The City agrees to work with the Reinvestment Zone Board of Directors to implement the Project Plan.

D. Disposition of Tax Increments. Upon termination of the Reinvestment Zone, and after all obligations of the Reinvestment Zone have been paid, the City agrees to pay to the county, within 60 days of the termination, all monies remaining in the Tax Increment Fund that represent the County's pro rata amount of participation authorized under this Agreement.

E. Annual Reports. The City agrees to provide to the County an annual report regarding the Reinvestment Zone as required under Texas Tax Code Section 311.016.

F. Audits – Redevelopment Authority. In the event the City creates a redevelopment authority in connection with the Reinvestment Zone, the City shall provide to the County a copy of each of the audits required by the agreement between the City, the Reinvestment Zone and any

such redevelopment authority within 30 days of receipt of each audit.

SECTION 4. Term and Termination.

A. **Agreement Term.** This Agreement will take effect only upon designation of the Reinvestment Zone by ordinance of the City and will be in effect for the earlier of 1) thirty (30) years from the date of the designation of the Reinvestment Zone or 2) the date the Developer is reimbursed the Project Costs, unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the County or City to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to make payments to the City shall end; however, any refund obligations of the City shall survive the termination.

B. **Early Termination of Reinvestment Zone.** The County or City may terminate the Reinvestment Zone pursuant to the provisions of Section 311.017 of the Texas Tax Code or at any time there is a breach by the other party. The party desiring to terminate this agreement may do so upon giving 30 days' written notice to the other party.

C. **Interpretation.** The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act.

D. **Invalid Provisions.** Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

E. **Applicable Laws.** This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Jefferson County, Texas, and venue for any action arising hereunder shall be in Jefferson County, Texas.

F. **Authorization; Funding.** Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective governing body, and that funding from each party for the performance of this Agreement will be provided from current revenues available to the parties.

G. **Notices.** Notices required by this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following address/fax numbers:

CITY:

City Manager

JEFFERSON COUNTY:

County Judge
P.O. Box 4025
Beaumont, TX 77704
FAX: 409-839-2311

H. **Non-Waiver.** Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

I. **Successors.** This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or the Reinvestment Zone or any officer, agent or employee of the County.

J. **No Waiver of Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

K. **Third Party Beneficiary.** The parties agree that Developer and its successors and assigns shall have the right to enforce as a third party beneficiary Section 2.A. against the County for any breach of its contractual obligations hereunder, as well as Section 5.B. and this Section 5.K.

IN WITNESS HEREOF, the City and the County have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PORT ARTHUR

42 A Gomeaux, P.E.
City Manager

1/28/15
Date

ATTEST/SEAL:

[Signature]
City Secretary

1/30/15
Date

APPROVED AS TO FORM AND LEGALITY:

[Signature]
City Attorney

JEFFERSON COUNTY



Jefferson County Judge

Date

ATTEST:

County Clerk

Date

EXHIBIT "A"

Boundary Description:

The TIRZ is being proposed to facilitate the revitalization of approximately .372 acres strategically located within an area generally bounded by Houston Avenue on the west, Rev. Ransom Howard/ 7th Street on the north, Charleston Avenue on the east and the Port Arthur Ship Channel on the south, all as depicted in the photo map below.

EXHIBIT "B"

Downtown Reinvestment Map Boundaries



EXHIBIT “C”

I. Project Plan

A. Overview

This document constitutes the Project Plan and Reinvestment Plan for the Port Arthur Tax Increment Reinvestment Zone Number 1 (the “TIRZ” or the “Zone”) and has been prepared in accordance with the requirements of Chapter 311.011 of the Texas Tax Code.

The Plan details the improvements to be funded by the Zone. Additionally, the Plan details the methods of financing and sources of funding available to the Zone, including the requested participation levels of the taxing entities.

The TIRZ is being proposed to facilitate the revitalization of approximately .372 acres strategically located within an area generally bounded by Houston Avenue on the west, Rev. Ransom Howard/ 7th Street on the north, Charleston Avenue on the east and the Port Arthur Ship Channel on the south, all as depicted in the photo map below.

BOUNDARY MAP



The revitalization of Proctor Street Reinvestment Zone is in concert with the City's adopted Comprehensive Plan, which targeted areas like Proctor as being ripe for revitalization. The TIRZ will serve as an implementation tool for the City's Comprehensive Plan through the development and implementation of the Project Plan and Reinvestment Zone Financing Plan that will be developed for the Zone. The TIRZ will provide a focused planning and financing vehicle to jumpstart, promote and monitor this critical revitalization effort to the benefit of all the citizens of Port Arthur, individual and corporate, as well as all taxing jurisdictions.

Most significant among the proposed public improvements are utility and roadway improvements, environmental remediation, streetscape/gateways/parks/cultural facilities, and real property assembly. The estimated budget for the TIRZ is approximately \$ 9,250,000 million dollars as detailed in the Financing Plan.

In summary, the proposed TIRZ will focus and accelerate the re-development of the Proctor area, the heart of the City of Port Arthur. But for the creation the TIRZ and participation of the City of Port Arthur, Jefferson County the Port Authority, the Navigation District, Drainage District, and the Port Arthur Independent School District (PAISD) this area is not likely to experience the magnitude of private investment necessary to stimulate revitalizing in the foreseeable future.

B. Existing Conditions and Proposed Uses 311.011(b)(1)

The City of Port Arthur has a rich history as a community whose fortunes have waxed and waned over the past century. The area within the proposed boundary of the TIRZ shows many remnants of the waned fortunes of Port Arthur.

This proposed zone has vast numbers of vacant and decaying structures and environmental impacted properties. The proposed TIRZ area lack basic retail services and these lacks of services hinder efforts to attract additional residents and services to the city, especially in the proposed zone. The proposed Zone will create a mechanism to implement a redevelopment strategy by encouraging strategic partnerships and providing practical implementation tools. Proposed development, if this Zone is created includes higher education housing facilities, light industry expansion, and retail.

With the TIRZ in place, these opportunities can be managed to their full potential to create an economically dynamic area. This proposed TIRZ will provide a strategy of long-term stabilization and revitalization. Participation in the TIRZ creates a rare opportunity for taxing entities to interact with the development community regarding proposed developments to the benefit of all concerns.

C. Municipal Ordinances 311.011(b)(2)

Other than the ordinances directly associated with the creation of the Zone, no changes to any ordinances including development ordinances or building codes are called for to implement the Project Plan and Reinvestment Zone Financing Plan.

D. Non-Project Costs 311.011(b)(3)

Non-Project Costs represents costs and expenditures for projected private and public investments that will not be funded or reimbursed by the TIRZ. For example, the Non-Project Costs include planned roadway improvements that could be funded by the City of Port Arthur's Community Development Block Grant Program or other federal or state programs. Non-Project Costs also include nonreimbursable private investment that is anticipated by the Financing Plan and used for forecasting the future value and incremental revenue of the TIRZ.

E. Relocation 311.011(b)(4)

The proposed TIRZ does not contemplate any condemnation to accomplish relocation, but should relocation be necessary to effectively implement the TIRZ Project Plan and Reinvestment Zone Financing Plan, the cost of such relocation will be eligible for reimbursement as provided in Chapter 311.002(f).

II. Reinvestment Zone Preliminary Financing Plan

The TIRZ is intended to provide funding for public improvements, infrastructure and facilities to avert blight and business base decline and attract new development. This will result in an increase of the tax base of the TIRZ and surrounding areas to the benefit of the City and all other taxing jurisdictions and taxpayers.

A. Estimated Project Costs Description 311.011c1

The project costs below follow the categories established in Section 311.002 of the Texas Tax Code as eligible project costs. The dollar amounts are approximate and are expressed in year 2012 dollars, and they may be adjusted for inflation. It is anticipated that most spending will be made in association with larger expenditure by private developers and public partners.

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Utilities/Infrastructure	\$4,000,000
Costs include but are not limited to reimbursement for utility Expansions for water, sewer, drainage and paving improvements	
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These enhancements are proposed to properly serve existing and future development, and include but are not limited to lighting, walks, landscaping and related street furniture, greenbelts and paths, parks, Outdoor pavilions, non-profit community and arts space, and Recreation/sports facilities.	
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TIRZ funds may be used to financially assist demolition and environmental abatement to serve public purpose including site work and fill, which will prepare sites and existing structures for new use.	
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These costs include but are not limited to those that may be incurred for architectural, planning, engineering, legal landscape architecture, financial, marketing, public relations, Management, leasing, bookkeeping, tax role verification,	
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This category of costs includes all interest, legal fees, brokerage charges, transfer or placement charges, premium and fees paid For loans, credit enhancement fees, notes, bonds or other instruments of credit issued to pay for project costs. This figure is conservatively estimated to amount to one-quarter of the total project costs.	

Zone Operation	\$500,000
This category reflects anticipated cost of operation and administration of the Zone over its life	
TOTAL ESTIMATED ZONE EXPENDITURES	\$9,250,000

- **These numbers are estimates and do not take into account inflation and other factors possible changing before project implementation.**

RECEIVED FEB 23 2015



EVERETTE "BO" ALFRED
COUNTY COMMISSIONER

PRECINCT 4

P. O. Box 4025

Beaumont, Texas 77704-4025

MARIO WATKINS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 – Service Center

February 23, 2015

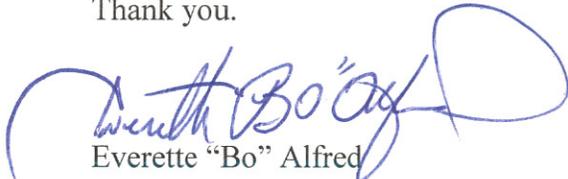
Ms. Loma George
Hon. Jeff Branick's Office

RE: Agenda Item

Please place this item on the Monday, March ⁹2, 2015, Commissioners' Court Agenda.

Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code 2014.

Thank you.



Everette "Bo" Alfred
Commissioner Precinct # 4

Enclosure

EA/nr

COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS

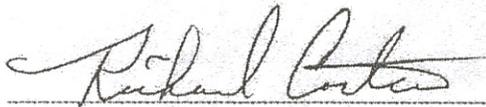
COMMISSIONERS EDUCATION
CERTIFICATE OF COMPLETION

This is to certify that

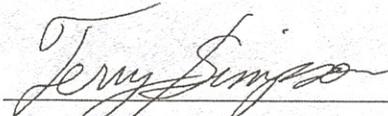
Everette Alfred
Jefferson County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2014



Richard Cortese, Chairman
Commissioners Education Committee



Terry Simpson, President
County Judges and Commissioners
Association of Texas

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

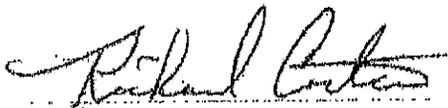
COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Brent Weaver
Jefferson County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2014



Richard Cortese, Chairman
Commissioners Education Committee



Terry Simpson, President
County Judges and Commissioners
Association of Texas



JEFF R. BRANICK

County Judge

Jefferson County Courthouse
P. O. Box 4025
Beaumont, Texas 77701

Beaumont (409) 835-8466
Pt. Arthur (409) 727-2091 Ext.8466
Facsimile (409) 839-2311

March 9, 2015

TO: Jefferson County Banks

RE: Jefferson County Depository

Ladies and Gentlemen:

The County of Jefferson is currently seeking competitive proposals for banking services from all banks located in Jefferson County.

Jefferson County is seeking a contractual banking relationship that conforms to all applicable state and federal laws, which will provide for all banking services required for the funds of Jefferson County, (pursuant to Sec. 116.021, V. T. Local Government Code and V.C.T.S. 842a-2).

The County requests a four year contract, with selection to be determined by the Jefferson County Commissioners Court.

Sealed proposals from banking corporations desiring to be selected as Depository, will be accepted prior to, but no later than, 1:00 p.m., on April 01, 2015. Proposals will be opened at the regular session of Commissioners' Court, in Beaumont, Texas, Monday, April 01, 2015, at 1:30 p.m.

Proposals should be addressed to the Commissioners' Court of Jefferson County, and delivered to Tim Funchess, Jefferson County Treasurer, at the County Judge's Office, Jefferson County Courthouse, 1149 Pearl St., 4th Floor, Beaumont, Texas 77701. Any questions concerning this proposal should be addressed to County Treasurer, Tim Funchess, phone 409/835-8509.

Proposals received later than the date and time above will be returned unopened.

Proposals must be submitted on the attached Bid Worksheet. Proposals not submitted on the attached Bid Worksheet, using the EXACT format provided, will be disallowed. You are encouraged to offer any alternative approaches which will further enhance our operational and financial success.

The County expressly requests that proposers not discuss this engagement or the bank's plans, experience or credentials with other banks or any member of Commissioners' Court until requested by county officials to make a personal presentation.

The Jefferson County Treasurer's Office has available for examination, statements and other information of past County Depositories. This information is voluminous and copies can be provided upon request for a reasonable charge. To examine this information please call the Treasurer's Office at (409) 835-8509 so arrangements can be made.

The County expressly makes no representation that County deposits will continue at the same level as previous years, or that the character of deposits will follow the same or similar patterns of previous years.

A Certified or Cashier's Check for \$853,349.66 must accompany the bid and is tendered under the terms of the law (116.023, V.C. Local Government Code) and of these conditions.

Each bank must submit a copy of their plans showing that they are in compliance with the Community Reinvestment Act of 1977, Sec 2903, as well as a list of references of other public entities currently under depository contract.

Jefferson County reserves the right to reject in part or in whole any or all bids, waive minor technicalities, and award the bid which best serves the interest of Jefferson County. Jefferson County reserves the right to informally negotiate certain finer points of the final contract with a qualified bidder.

Sincerely,



Jeff R. Branick
Jefferson County Judge

Tim Funchess
Jefferson County Treasurer

REQUEST FOR PROPOSAL**PROPOSAL TITLE: JEFFERSON COUNTY BANK DEPOSITORY CONTRACT****PROPOSAL NUMBER: RFP 15-006/DC
JEFFERSON COUNTY BANK DEPOSITORY CONTRACT****OPENING DATE: APRIL 01, 2015****RECEIVING TIME: 1:00 P.M.
OPENING TIME: 1:30 P.M.****CONTACT PERSON: Tim Funchess
(409)835-8509
E-mail: tfunchess@co.jefferson.tx.us**

SPECIFICATIONS FOR PROPOSALS
RFP 15-006/DC JEFFERSON COUNTY BANK DEPOSITORY CONTRACT

**The selection of County Depositories and the terms of depository contracts are governed by Tex. Loc. Gov't. Code Ann., Chapter 116 and Chapter 117
(Vernon 1999 and Supp. 2000)**

GENERAL SPECIFICATIONS:

- 1.1 **SCOPE OF THE CONTRACT** - It is the intent of Jefferson County to execute a contract with a bank desiring to be designated as the County Depository Bank. The Contract will include Jefferson County Public Monies, including all funds collected by the Jefferson County Tax-Assessors Collector, District Attorney, Sheriff, District and County Clerks, Community Supervision, Juvenile Probation, and all accounts opened using the Jefferson County Tax ID number.
- 1.2 **RESPONSE REQUIRED FOR EACH SECTION AND SUBSECTION** – Each and every section and subsection of this bank proposal requires a response from the Bank Depository applicants. Responses should be carefully considered. Applicants must format responses in the same sequence as the bank proposal.
- 1.3 **MINOR EXCEPTIONS** – Minor exceptions, conditions, or qualifications to the provisions of the County's specifications must be clearly identified as such, with the reasons therefore.
- 1.4 **DOCUMENT ON DISK** – At Bidder's request, this document will be furnished as a "WORD" file on C.D. to facilitate the completion of the bid. This document will also be available on the Jefferson County Web Site www.co.jefferson.tx.us
- 1.5 **EVALUATION PROCESS** – Jefferson County will award the Depository Bank contract based on, but not limited to, the following criteria:
- a) Bank's financial position.
 - b) Bank's ability to pledge adequate securities against County funds.
 - c) Experience in providing depository services requested with other public entities.
 - d) Net rate of return on County funds.
 - e) Ability to meet service requirements.
 - f) Cost of services.
 - g) Cash management products available that will enhance the County's banking procedures.
 - h) The experience and continuity of the bank officials who have been identified as primary contact personnel.
- 1.5.1 **INTERVIEWS** - The County may require Proposing Banks to attend an interview with the Jefferson County Officials reviewing the proposals.
- 1.6 **QUESTIONS AND CLARIFICATIONS** – Any questions or requests for clarifications should be submitted to:

**Tim Funchess, County Treasurer Phone: 409/835-8509 Fax: 409/839-2347 E-mail:
tfunchess@co.jefferson.tx.us**

CONTRACTURAL REQUIREMENTS:

- 2.1 **TYPE OF BANKING RELATIONSHIPS** – The Depository Bank will handle daily banking services including, but not limited to, checking accounts, other types of interest-bearing accounts, non interest-bearing accounts, time deposits, and/or Certificates of Deposit.
- 2.2 **COMPLIANCE WITH STATUTES** - By returning the Bid Worksheet, the Bank acknowledges that it understands the Revised Civil Statutes of Texas (Article 2544, et. Seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 116.000 through 116.155 as passed by the 70th leg. 1987; Article 2547 a,b,c; and Article 2558a et. Seq.) that pertain to the managing and safekeeping of County funds and will comply with those statutes.
- 2.3 **BANK AFFILIATION** – A proposing bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. The bank must be a Federal or Texas chartered bank doing business in and having a service facility within Jefferson County.
- 2.4 **DURATION** - The Bank contract will be effective for a period of four (4) years ending sixty (60) days from the time fixed by law for the next selection of a depository.
If a time deposit or certificate of deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities as required by law for public funds, to provide for the maturity of the time deposit or certificate of deposit.
- 2.5 **RENEGOTIATIONS** - This four year contract shall allow the bank to establish, on the basis of negotiations with the county, new interest rates and financial terms of the contract that will take effect during the final two years of the four year contract if:
- a) the new financial terms do not increase the prices to the county by more than 10 percent; and
 - b) the county has the option to choose to use the initial variable interest rate option, or to change to the new fixed or variable interest rate options proposed by the bank.
- 2.6 **INVESTMENTS MADE OUTSIDE DEPOSITORY BANK** - Jefferson County reserves the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas, as a result of court order, and the Investment Policy of Jefferson County. All investment purchases shall be made on a delivery versus payment basis.
- 2.7 **SUBMITTING FINANCIAL STATEMENTS** - All Banks wishing to be designated as a Depository Bank will include as part of the Proposal:
- a) The Bank's last three (3) quarterly Uniform Bank Performance Reports.
 - b) The Bank's last three (3) Call Reports
 - c) The Bank's Annual Financial Reports for the past 2 years.
- 2.8 **GOOD FAITH GUARANTEE** – A Bank desiring to be the Depository Bank must submit with the Bid Proposal Worksheet, a certified cashier's check in the amount of **\$853,349.66** (one-half of one percent of the county's revenue for the preceding

year) payable to Jefferson County as a guarantee of good faith. The County will hold the check until a Depository Bank is selected and the bond and/or security has been filed.

2.9 **LIQUIDATED DAMAGES FOR NOT PROVIDING SECURITY** – As stated in Code Section 116.023:

“If a bank is selected as a depository and does not provide the bond and/or security, the county shall retain the amount of the check as liquidated damages.”

A new depository shall then be selected.

2.10 **SECURITY** - Within fifteen (15) days after selection of the Depository, the Bank so selected is to qualify as a County Depository. As soon as the contract for securities pledged is provided and approved by the Commissioners' Court, an order will be entered by the County designating the successful applicant, or applicants, as Depository for the funds of Jefferson County. This contract shall remain in place until sixty (60) days after the time fixed for the next selection of a Depository, to-wit, May, 2019, or until such time as a new Bank has qualified as County Depository, whichever should sooner occur. Thereupon, the County Treasurer will place with said Depository all the funds belonging to Jefferson County.

2.11 **PLEGGED COLLATERAL** -

a) Pledged Securities in the amount provided by law under Sec. 116.054, V. T. Local Government Code, will be provided in quantities sufficient to fully collateralize all of the Funds of Jefferson County and their subdivisions.

- 1) U.S. Treasury Notes
- 2) U.S. Treasury Bills
- 3) Federal Farm Credit Banks Notes and Bonds
- 4) Federal Home Loan Banks Notes and Bonds
- 5) Federal National Mortgage Association Notes and Bonds
- 6) Federal Home Loan Mortgage Corporation Notes and Bonds
- 7) Federal Home Loan Bank Letters of Credit

The bank must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with the Federal Reserve Bank or the Bank of New York-Mellon Trust Company, without expense to the County under an appropriate contract to be drawn to the provisions of Tex. Loc. Gov't Code Chapter 116 and amendments in accordance with the application, if approved.

2.12 **COLLATERAL MANAGEMENT**- The Depository Bank must include, as part of the Bid, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. Also a detailed monthly collateral report is required. The report shall contain security descriptions, par value/current face and current market value.

2.13 **VALUE OF COLLATERAL** - The Depository Bank must propose how it will value pledged securities. The County at any time may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.

- 2.14 **DAILY REPORTS** - A **daily** list of account balances and market value of pledge collateral will be provided to the County Treasurer.

SERVICE REQUIREMENTS:

- 3.1 **CONTACT PERSON** - Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship, who would serve as the County's primary contact and who would be able to make decisions regarding operational aspects of this contract.
Bank must also provide a list of contact personnel and phone numbers within the bank who are qualified to provide information and assistance in the following areas:
- General Information
 - Safekeeping and Securities Clearance
 - Posting and Deposit Discrepancies
 - Stop Payments
 - Balance Adjustments
 - Collateral Adequacy
 - Internal Transfers
 - Wire Transfers
 - Online PC Service
 - Certificates of Deposit rate quotes
 - Signature Cards
 - Opening and Closing of Accounts
 - On-Line Services
- 3.2 **ON-LINE SERVICES** - It is requested that as a part of the proposal the Depository Bank will provide an on-line PC communication link to the County for daily reporting of fund balances, wire and book transfers, managing controlled disbursements, collected and ledger balances, check imaging, stop payment requests, confirmations, and detailed debits and credits. Attach product description, pricing, and sample reports for the on-line PC link available. **Banks should be prepared to provide the Treasurer's office an opportunity to physically work with this technology before the bid is awarded.**
- 3.3 **ANALYSIS REPORT** - Monthly account analysis reports will be provided for each account and on a total account basis. Reports will be made available online and in multiple formats. The account analysis will contain, at a minimum, the following:
- average ledger balance
 - average float
 - average collected balance
 - average negative collected balance
 - average positive collected balance
 - reserve requirement
 - available balance for earnings credit
 - price levels for each activity

- monthly volumes by type
- earnings credit allowance (provide an explanation of how the earnings credit rate is calculated)

A sample account analysis report will be provided as part of the Bid.

3.4 **STATEMENTS –**

- Monthly and/or weekly bank statements will include checks or image of checks on CD Rom, deposit slips, transfer slips and debit and credit memos, processed for ALL accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement.
- A hard copy or an electronic copy of canceled checks shall be furnished to the County at month's end.
- Statements should be processed no later than ten (10) business days after the close of each month.
- If a weekly bank statement is required, the preceding week's statement should be available on the Thursday of the current week.
- A sample bank statement will be included as a part of the Bid.

3.5 **PAYROLL DIRECT DEPOSIT** - Bank must provide the capability for the county to utilize "Direct Deposit" payroll processing, allowing employees to select the bank of their choice.

3.6 **ACH TRANSACTIONS-** Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits. **Bank will be required to provide detailed information, as well as ACH blocks on certain accounts.**

3.7 **WIRE TRANSFERS** - Bank must provide the ability to send wire transfers on an automated or manual basis, and also provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.

3.8 **INTEREST RATES** - Floating interest rate bids and a fixed interest rate bids on accounts and certificates of deposit will be quoted by the Bank. Jefferson County reserves the right to select the rate most favorable to the County at anytime during the term of the contract, within the guidelines of Section 116.021 (b) of the Code.

3.9 **DISBURSEMENT SERVICES** - A successful Bidder will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentment. Bank must also agree to cash, without charge to the County or County employee, an employee's payroll check whether or not the employee has an account with the Bank. This will include any of the Bank's locations or motor-bank facilities in Jefferson County, Texas.

3.10 **POSITIVE PAY** – The Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the bank for clearing. Any discrepancies shall be cleared by a designated County employee before checks are paid by the bank. Any applicable cost should be quoted.

3.11 **DEPOSIT SERVICES** - The Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received before the Bank's established deadline will be credited daily. Bank will include a copy of

- their Availability Schedule as part of the bid.
- 3.12 **CASH OVERDRAFTS** - For the purpose of determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered to be over-drafted. An applicable insufficient funds fee can then be charged.
- 3.13 **COMPUTERIZED OUTPUT** - The Bank must provide the capability for the County to download paid items that will be utilized in the bank account reconciliation process.
- 3.14 **SECURITY SAFEKEEPING** - Bank must provide for book entry/DTC acceptance and safekeeping of investment securities. A month end safekeeping statement including market values will be provided.
Indicate costs associated with a security purchase settlement.
- 3.15 **PAYMENT FOR SERVICES** - The County may elect to pay for service either by direct fee payment or by compensating balance.
- 3.16 **CASH MANAGEMENT** - On an ongoing basis the County will require cash management advice as to how accounts and procedures should be structured. Also, the County will want to be kept informed of recent developments in cash management products.
Bidders are invited to propose additional cash management services that are not specified herein.
- 3.17 **EXPENSE ALLOWANCE** – State the dollar amount, if any, that the Bank will provide for expenses incurred due to changing depository banks.
(For example: checks, deposit slips, endorsement stamps, and etc.)
- 3.18 **CAPITAL TO ASSETS RATIO** - Depository Banks will have and maintain a minimum five percent primary capital to assets ratio as compiled by dividing line 28 (total equity capital) by line 42 (total assets) on the Federal Financial Institutions Examination Council Form 032. Copies of the FFIEC form 32 statement will be included in the bid and shall be a continuing quarterly reporting requirement of the Depository Bank.
Should primary capital ratio fall below five percent, the Commissioners Court will review bank plans to future earnings and capital increases before determination is made to close out the depository.
- 3.19 **STOP PAYMENTS** - The Bank will be required to process stop payments on verbal, faxed or e-mailed instructions from the designated county employees with follow-up written confirmation.
- 3.20 **CREDIT CARDS** - Should Jefferson County choose to utilize Credit Cards, please include Bank information concerning the use of and policy regarding Credit Cards.
- 3.21 **DISBURSEMENT SERVICES** - Disbursing services for all accounts are required to include the payment of all County checks upon presentation. The County currently utilizes two Controlled Disbursement Accounts. Please list clearing bank information.
- 3.22 **BANK RECONCILIATION SERVICES** - The Bank will provide partial or full reconciliation services, on specific accounts determined by the County. List what is included in both reconciliation services.
- 3.23 **ARMORED CAR SERVICES** - The County utilizes armored car service for the

transport of daily deposit from several county locations. List any accommodation the bank is willing to provide to help offset these charges.

- 3.24 **OTHER SPECIFIC SERVICES** - As described on **the Bid Worksheet**, the Bank will acknowledge services provided and attendant fees for such.
- 3.25 **CHECK 21** – The Bank will provide Electronic Deposit Service (Check 21) to transmit files.

STRUCTURE OF ACCOUNTS:

The County's bank accounts will be structured as follows (numbers and dollar amounts are subject to change):

- Non-Interest Bearing Checking Accounts -- 23
- Estimated balances equal -- \$ 3,500,000.00
- Interest Bearing Checking and/or Money Market Savings Accounts -- 40
- Estimated balance equal -- \$ 89,000,000.00
- Controlled Disbursement Accounts -- 2
- Certificates of Deposit -- 0
- Estimated balances equal -- \$89,000,000.00

The County requests a bid for the interest rate on these accounts as a Whole.

**Bid Proposal Worksheet for
RFP 15-006/DC, Depository Banks for Jefferson County**

<u>Variable and Fixed Rate Bids –</u>	<u>Variable Interest Rate*</u>	<u>Fixed Interest Rate</u>
Interest Bearing Checking Accounts:	_____	_____
Money Market Accounts:	_____	_____
Sweep Accounts over \$1,000,000.00	_____	_____
Sweep Accounts under \$1,000,000.00	_____	_____

* Variable Rate = 91 Day US T-Bill Effective Rate (as determined by the latest T-Bill Auction) + Margin (Based on basis points). The source of the rate under this proposal for a given month should be the Effective Rate as quoted in the Wall Street Journal for the last business day of the previous month.

Example: If 91 Day US T-Bill effective rate is 3.3% and basis points are 1.0, then the variable rate is 4.3%.

Minimum balance requirement or other considerations per account will be listed below:

Certificates of Deposit - Variable Interest Rate -

91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction)

	<u>Less than \$100,000.00</u>	<u>More than \$100,000.00</u>
1. Maturity 7-29 days	+ ___ basis pts.	+ ___ basis pts.
2. Maturity 30-59 days	+ ___ basis pts.	+ ___ basis pts.
3. Maturity 60-89 days	+ ___ basis pts.	+ ___ basis pts.
4. Maturity 90-179 days	+ ___ basis pts.	+ ___ basis pts.
5. Maturity 180 days-less than one year	+ ___ basis pts.	+ ___ basis pts.
6. Maturity 1 year or more	+ ___ basis pts.	+ ___ basis pts.

Certificated of Deposits - Fixed Interest Rate -

	<u>Less than</u> <u>\$100,000.00</u>	<u>More than</u> <u>\$100,000.00</u>
1. Maturity 7-20 days	_____ %	_____ %
2. Maturity 30-59 days	_____ %	_____ %
3. Maturity 60-89 days	_____ %	_____ %
4. Maturity 90-179 days	_____ %	_____ %
5. Maturity 180 days-less than one year	_____ %	_____ %
6. Maturity 1 year or more	_____ %	_____ %

Cost Analysis Worksheet -

Use the following cost analysis worksheet as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following using your bid figures for the service costs and your variable interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances as they stood for December 31, 2014.

Balance Summary -

Average Book Balance	\$ 70,892,403.88
Less Average Float	<u>3,307,703.31</u>
Average Collected Balance	\$ 67,584,700.57
Average Negative Collected Balance	<u>0</u>

Balance Reconciliation -

Average Positive Collected Balance	\$ 67,584,700.57
Less Cost of Analyzed Services (Balance Required)	_____
Additional Balance Required to Support Services	_____

Fee Reconciliation -

Earnings Allowance Credit	Rate: _____	_____
Less Analyzed Services Provided		_____
Services Charged to Account (Excess or Deficit)		_____

Cost Analysis Worksheet Continues -

Earnings credit calculated on the following balances:

Total **\$67,584,700.57**

PLEASE PROVIDE AN EXPLANATION OF HOW THE EARNING CREDIT RATE IS CALCULATED: _____

Depository Services -

	DESCRIPTION	AVERAGE MONTHLY VOLUME	PRICE	CHARGE	BALANCE REQUIRED
BALANCE & COMPENSATION INFORMATION					
	DAILY USE OF UNCOLL FUNDS-ACCT LVL	0.74			
	RECOUPMENT MONTHLY	3,093.57			
	RECOUPMENT MONTHLY IB	94,113.45			
GENERAL ACCOUNT SERVICES					
	ACCOUNT MAINTENANCE-CHEXSTOR	5.92			
	ACCT MAINTENANCE CHEXSTOR-PLUS	44.25			
	BANK CONFIRMATION AUDIT REQUEST	0.17			
	CONT DISB CREDIT POSTED-OH	41.83			
	CREDITS POSTED	963.08			
	CYCLED STMT SUBSCRIPT RPT-MOBASE	1.00			
	DEBITS POSTED	386.00			
	E-STMT SUBSCRIPTION - ACCOUNT	1.00			
	NON ACCT HOLDER CHK CASHING-EXEMPT	-			
	SUBACCOUNT MAINTENANCE	16.00			
	ZERO BALANCE MASTER ACCOUNT MAINT	1.00			
PURCHASING CARD SERVICES					
	COMMERCIAL CARD CCER MONTHLY BASE	1.00			
	COMMERCIAL CARD PROGRAM MAINT FEE A	1.00			
	COMMERCIAL CARD TRANSACTION	15.50			
DEPOSITORY SERVICES					
	ADMIN RETURN ITEM - CHARGEBACK	0.25			
	ADMIN RETURN ITEM-REPAIRED ACH ITEM	2.92			
	ADMIN RETURN ITEM-REPAIRED AS CHECK	3.75			
	CASH DEP/\$1 VER AT TELLER WINDOW	2,051.83			
	CASH VAULT ADJ ADVICE - US MAIL	2.25			
	CASH VAULT DEPOSIT CASH AND CHECK	301.17			
	CASH VAULT MONTHLY BASE	48.42			
	CHANGE ORDER CHARGE-BRANCH/STORE	0.08			
	CURRENCY ORDERED/\$1 - BRANCH/STORE	666.67			
	CV CASH ONLY OR CHECK ONLY DEPOSIT	625.00			
	DEPOSIT LOCATION REPORTING - ITEM	334.00			
	DEPOSITED CHECKS	10.50			
	DEPOSITED CHECKS - ON US	116.75			
	ELECTRONIC DEPOSIT - CHECK NON WFB	5,504.08			
	ELECTRONIC DEPOSIT - CHECK WFB	1,110.00			
	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	7.33			
	EXPANDED NETWORK CASH ORDER-STD	39.17			
	EXPANDED NETWORK COIN FURN - ROLLS	99.25			

	DESCRIPTION	AVERAGE MONTHLY VOLUME	PRICE	CHARGE	BALANCE REQUIRED
	EXPANDED NETWORK COIN FURN-STD BOX	0.33			
	EXPANDED NETWORK CURR FURN-NONSTD	15,805.00			
	EXPANDED NETWORK CURRENCY DEPOSITED	1,983,465.42			
	EXPANDED NETWORK CURRENCY FURNISHED	11,566.67			
	EXPANDED NETWORK DEPOSIT ADJUSTMENT	2.00			
	REMOTE CASH VAULT-NON WF DEP CHECKS	3,862.17			
	REMOTE CASH VAULT-WFARGO DEP CHECKS	1,224.83			
	RETN ITEM SUBSCRIPTION PER ACCT	9.92			
	RETN ITEM SUBSCRIPTION PER ACCT	9.92			
	RETN ITEM SUBSCRIPTION PER ITEM	92.50			
	RETURN ITEM - CHARGEBACK	7.75			
	RETURN ITEM CONVERTED CHK CHGBK IRD	21.75			
	RETURN ITEM CONVERTED CHK REDEPOSIT	38.17			
	RETURN ITEM REDEPOSITED	9.25			
	RETURN ITEM RETRIEVAL-IMAGE	26.00			
	RETURN ITEM SERVICE MTHLY BASE	9.00			
	RETURN ITEM SPECIAL INST MTHLY BASE	6.00			
	RETURN ITEM SPECIAL INSTRUCTIONS	26.83			
	ROLLED COIN ORDERED - BRANCH/STORE	8.33			
	SMART DECISION ELEC CHECK ACH ONUS	965.50			
	SMART DECISION ELEC CHK ACH TRANSIT	8,446.58			
	STORE/NIGHT DROP DEPOSIT	14.75			
	PAPER DISBURSEMENT SERVICES				
	ARP CHECKS PAID - FULL RECON	2,286.00			
	CONT DISB ACCT MAINT W/CHEXSTOR-OH	2.00			
	CONT DISB CASHED CHECK-FLOAT FEE	14.67			
	CONT DISB IMAGE CHECKS PAID - OH	2,298.92			
	CONT DISB PERFECT PRESENT BASE-OH	2.00			
	CONT DISB PERFECT PRESNT CHK RTN-OH	14.58			
	CONT DISB PERFECT PRESNT EXCEP-OH	7.33			
	CONT DISB SUBSCRIPTION BASE	2.00			
	CONT DISB SUBSCRIPTION BASE	2.00			
	DDA CHECKS PAID	326.75			
	IFI MAINTENANCE PER PRODUCT	1.00			
	IFI PAID CHECKS - IMAGE	4,462.42			
	IMAGE PAID CHECK MONTHLY BASE	2.00			
	IMAGE PAID CHECK PER CD	2.00			
	IMAGE PAID CHECK PER ITEM	1,170.25			
	MICR REJECTS OVER 2%	25.25			
	MICR REJECTS>1% THRU 2%	6.50			
	OFFICIAL BANK CHECK	1.50			
	ONLINE IMAGE VIEW < 90 DAYS - ITEM	39.75			

	DESCRIPTION	AVERAGE MONTHLY VOLUME	PRICE	CHARGE	BALANCE REQUIRED
	ONLINE IMAGE VIEW > 90 DAYS - ITEM	6.58			
	POS PAY CHECK VERIFICATION CALL	1.92			
	POSITIVE PAY EXCEPTION - IMAGE	17.83			
	POSITIVE PAY EXCEPTION CHECKS RETND	0.75			
	POSITIVE PAY MONTHLY BASE	15.00			
	SEARCH	109.17			
	STOP PAYMENT - AUTO RENEWAL	0.08			
	STOP PAYMENT - ONLINE	0.25			
	PAPER DISBURSEMENT RECON SERVICES				
	ARP AGED ISSUE RECORDS ON FILE-ITEM	9,056.92			
	ARP FULL RECON - NDM ITEM	1,441.67			
	ARP FULL RECON-ITEM	3,579.67			
	ARP MONTHLY BASE - FULL	17.00			
	ARP OPTIONAL REPORTS	60.00			
	ARP OUTPUT - TRANSMISSION	2.00			
	ARP PAPER STATEMENT DELIVERY	9.00			
	ARP PAPER STMT/REPORT MONTHLY BASE	10.00			
	ARP STMT & RPTS MONTHLY BASE	17.00			
	OUTGOING TRANSMISSION - PER ITEM	13,684.75			
	POSITIVE PAY EXCEPTIONS - ITEM	13.83			
	REGISTER INPUT - ITEM	794.00			
	GENERAL ACH SERVICES				
	ACH EXCEPTION PROCESS-DUPLICAT FILE	0.08			
	ACH FAX SERVICE	0.83			
	ACH FRAUD FILTER REVIEW - ITEM	1.25			
	ACH FRAUD FILTER REVIEW MO BASE	51.83			
	ACH FRAUD FILTER REVIEW MO BASE	51.83			
	ACH FRAUD FILTER STOP - ITEM	-			
	ACH MONTHLY BASE	1.00			
	ACH NOC - INFO REPORTING ADVICE	0.33			
	ACH RECEIVED ITEM	723.33			
	ACH RET ITEM-INFO REPORTING ADVICE	0.08			
	ACH RETURN SUBSCRIPTION-ACCOUNT	1.00			
	ACH RETURN SUBSCRIPTION-ACCOUNT	1.00			
	ACH SPECIAL INVESTIGATION	0.50			
	ACH SUBSCRIPTION - ACCOUNT	44.25			
	ACH SUBSCRIPTION - ACCOUNT	44.25			
	ACH SUBSCRIPTION - ITEM	382.00			
	ACH TRANSMISSION CHARGE	2.25			
	ACH TWO DAY ITEM	2,451.92			
	ELECTRONIC CREDITS POSTED	982.25			
	SMART DECISION VAULT ACH TRANSIT	1.33			

	DESCRIPTION	AVERAGE MONTHLY VOLUME	PRICE	CHARGE	BALANCE REQUIRED
	SMART DECISN EXP NTWK VLT ACH TRANS	253.33			
EDI PAYMENT SESRVICES					
	EDI PMT DETAIL - ADDENDA ITEM	137.00			
	EDI PMT DETAIL - ITEM	33.75			
	EDI PMT DETAIL SUBSC MO BASE	2.92			
	TREAS INFO RPT EDI SUBSC MOBASE	2.92			
WIRE & OTHER FUND TRANSFER SERVICES					
	OUTGOING WIRE RETURNED	0.08			
	WIRE - OUTGOING INT'L USD -	0.17			
	WIRE DETAIL RPT SUBSCRIPTION-ACCT	3.00			
	WIRE DETAIL RPT SUBSCRIPTION-ACCT	3.00			
	WIRE IN DOMESTIC	54.50			
	WIRE IN DRAWDOWN- DOMESTIC	20.00			
	WIRE OUT DOMESTIC-BRANCH	0.08			
	WIRE-OUTGOING DOMESTIC-	137.83			
INFORMATION SERVICES					
	CONT DISB SUBSCRIPTION - ITEM	2,360.00			
	DEPOSIT DETAIL SUBSCRIPT ITEM	1.58			
	DEPOSIT DETAIL SUBSCRIPT MOBASE	10.92			
	ELECTRONIC WINDOW EXTENDED STOR 90	17,675.58			
	EVENT MESSAGING SERVICE - EMAIL	1,175.83			
	PREV DAY SUBSCRIPTION MTHLYBASE	51.17			
	PREVIOUS DAY ITEM LOADED	5,839.92			
INTERNATIONAL COLLECTION CHARGE					
	DEPOSITED CHECK CANADIAN	0.17			
	INTERNATIONAL COLLECTION CHARGE	0.08			

Total Analyzed Services Performed _____

DEPOSITORY BANK

The Bank must complete the information below to validate the bid for a Jefferson County Depository Bank.

The undersigned affirms that they are fully authorized to execute this bid. The contents of this bid has not been discussed or communicated by the undersigned, nor by any employee or agent, with any other bidder, member of Commissioners' Court, or any other persons engaged in this type of business, prior to the official opening of this bid.

All unsigned Bids will be disqualified.

Name and address of Bank/Bidder:

Signature: _____
Name: _____
Title: _____
Telephone Number: _____
E-Mail: _____

Note: By my signature above, I hereby certify that the following are attached:

- A. A list of references of current Public Funds Users that utilize cash management products similar to those requested in bid.
- B. The Bank's last three (3) quarterly Uniform Bank Performance Reports.
- C. The Bank's last three (3) Call Reports.
- D. The Bank's Annual Financial Reports for the past 2 years.
- E. A Certified Check or a Cashier's Check as a guarantee of good faith.
- F. A sample monthly Collateral Report.
- G. Product description pricing, and sample reports for the on-line PC link available.
- H. A sample Account Analysis Report.
- I. A sample Bank Statement.
- J. A Copy of Bank's Availability Schedule.
- K. A Certified and Attested Resolution from a duly authorized meeting of the Board of Directors empowering the signee to execute this contract.
- L. A response to every section and subsection in the Invitation to Bid.
- M. Completed Cost Analysis Worksheets.
- N. Attachments indicating other services and charges not specified in the Invitation to Bid.

**RETURN PAGES 11 THROUGH 16 WITH BID PACKAGE
AND ALL REQUIRED INFORMATION**



JEFF R. BRANICK

County Judge

Jefferson County Courthouse
P. O. Box 4025
Beaumont, Texas 77701

Beaumont (409) 835-8466
Pt. Arthur (409) 727-2091 Ext.8466
Facsimile (409) 839-2311

March 9, 2015

TO: Jefferson County Banks

RE: Jefferson County District and County Clerks' Depository

Ladies and Gentlemen:

The County of Jefferson is currently seeking competitive proposals for banking services for the District and County Clerks' Trust Funds, from all banks located in Jefferson County.

Jefferson County is seeking a contractual banking relationship that conforms to all applicable state and federal laws, which will provide for all banking services required for the funds of the Jefferson County District and County Clerks. (pursuant to Sec. 117.021, V. T. Local Government Code and V.C.T.S. 842a-2).

The District and County Clerks requests a four year contract, with selection to be determined by the Jefferson County Commissioners' Court.

Sealed proposals from banking corporations desiring to be selected as Depository, will be accepted prior to, but no later than, 1:00 p.m., on April 01, 2015. Proposals will be opened at the regular session of Commissioners' Court, in Beaumont, Texas, Monday, April 01, 2015, at 1:30 p.m.

Proposals should be addressed to the Commissioners' Court of Jefferson County, and delivered to Tim Funchess, Jefferson County Treasurer, at the County Judge's Office, Jefferson County Courthouse, 1149 Pearl St., 4th Floor, Beaumont, Texas 77701. Any questions concerning this proposal should be addressed to County Treasurer, Tim Funchess, phone 409/835-8509. Proposals received later than the date and time above will be returned unopened.

Proposals must be submitted on the attached Bid Worksheet. Proposals not submitted on the attached Bid Worksheet, using the EXACT format provided, will be disallowed. You are encouraged to offer any alternative approaches which will further enhance our

operational and financial success.

The County expressly requests that proposers not discuss this engagement or the bank's plans, experience or credentials with other banks, the County or District Clerk, or any member of Commissioners' Court until requested by county officials to make a personal presentation.

The Jefferson County Treasurer's Office has available for examination, statements and other information of past County Depositories. This information is voluminous and copies can be provided upon request for a reasonable charge. To examine this information please call the Treasurer's Office at (409) 835-8509 so arrangements can be made.

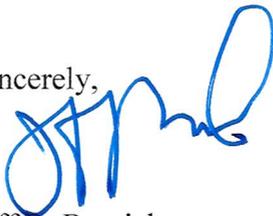
The County expressly makes no representation that District and County Clerks' deposits will continue at the same level as previous years, or that the character of deposits will follow the same or similar patterns of previous years.

A Certified or Cashier's Check for \$30,523.94 must accompany the bid and is tendered under the terms of the law (116.023, V.C. Local Government Code) and of these conditions.

Each bank must submit a copy of their plans showing that they are in compliance with the Community Reinvestment Act of 1977, Sec 2903, as well as a list of references of other public entities currently under depository contract.

Jefferson County reserves the right to reject in part or in whole any or all bids, waive minor technicalities, and award the bid which best serves the interest of District and County Clerks. Jefferson County reserves the right to informally negotiate certain finer points of the final contract with a qualified bidder.

Sincerely,



Jeff R. Branick
Jefferson County Judge

Tim Funchess
Jefferson County Treasurer

REQUEST FOR PROPOSAL

**PROPOSAL TITLE: JEFFERSON COUNTY DISTRICT AND COUNTY
CLERKS' TRUST FUNDS**

PROPOSAL NUMBER: RFP 15-007/DC

OPENING DATE: APRIL 01, 2015

RECEIVING TIME: 1:00 P.M.

OPENING TIME: 1:30 P.M.

CONTACT PERSON: Tim Funchess

(409)835-8509

E-mail: treas@co.jefferson.tx.us

**SPECIFICATIONS FOR PROPOSALS
RFP 15-007/DC DEPOSITORY BANK CONTRACT
JEFFERSON COUNTY DISTRICT AND COUNTY CLERKS' TRUST
FUNDS**

The selection of County Depositories and the terms of depository contracts are governed by Tex. Loc. Gov't. Code Ann., Chapter 116 and Chapter 117 (Vernon 1999 and Supp. 2000)

GENERAL SPECIFICATIONS:

- 1.1 **SCOPE OF THE CONTRACT** - It is the intent of Jefferson County to execute a contract with a bank desiring to be designated as the County Depository Bank for the Trust Funds/Registry funds of the District and County Clerks as mandated by the court.
- 1.2 **RESPONSE REQUIRED FOR EACH SECTION AND SUBSECTION** – Each and every section and subsection of this bank proposal requires a response from the Bank Depository applicants. Responses should be carefully considered. Applicants must format responses in the same sequence as the bank proposal.
- 1.3 **MINOR EXCEPTIONS** – Minor exceptions, conditions, or qualifications to the provisions of the County's specifications must be clearly identified as such, with the reasons therefore.
- 1.4 **DOCUMENT ON DISK** – At Bidder's request, this document will be furnished as a "WORD" file on CD Rom to facilitate the completion of the bid. This document will also be available on the Jefferson County Web Site. www.co.jefferson.tx.us
- 1.5 **EVALUATION PROCESS** – Jefferson County will award the Trust Funds Depository Bank contract based on, but not limited to, the following criteria:
- a) Bank's financial position.
 - b) Bank's ability to pledge adequate securities against County funds.
 - c) Experience in providing depository services requested with other public entities.
 - d) Net rate of return on County funds.
 - e) Ability to meet service requirements.
 - f) Cost of services.
 - g) Cash management products available that will enhance the County's banking procedures.
 - h) The experience and continuity of the bank officials who have been identified as primary contact personnel.
- 1.6 **INTERVIEWS** - The County may require Proposing Banks to attend an interview with the Jefferson County Officials reviewing the proposals.
- 1.7 **QUESTIONS AND CLARIFICATIONS** – Any questions or requests for clarifications should be submitted to:

Tim Funchess, County Treasurer
Phone: 409/835-8509 Fax: 409/839-2347
E-mail: tfunchess@co.jefferson.tx.us

CONTRACTURAL REQUIREMENTS:

- 2.1 **TYPE OF BANKING RELATIONSHIPS** – The Depository Bank will handle daily banking services including, but not limited to, checking accounts, other types of interest-bearing accounts, non interest-bearing accounts, time deposits, and/or Certificates of Deposit.
- 2.2 **COMPLIANCE WITH STATUTES** - By returning the Bid Worksheet, the Bank acknowledges that it understands the Revised Civil Statutes of Texas (Article 2544, et. Seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 117.001 through 117.126 as passed by the 70th leg. 1987; Article 2547 a,b,c; and Article 2558a et. Seq.) that pertain to the managing and safekeeping of District and County Clerks funds and will comply with those statutes.
- 2.3 **BANK AFFILIATION** – A proposing bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. The bank must be a Federal or Texas chartered bank doing business in and having a service facility within Jefferson County.
- 2.4 **DURATION** - The Bank contract will be effective for a period of four (4) years ending sixty (60) days from the time fixed by law for the next selection of a depository.
If a time deposit or certificate of deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities as required by law for public funds, to provide for the maturity of the time deposit or certificate of deposit.
- 2.5 **RENEGOTIATIONS** - This four year contract shall allow the bank to establish, on the basis of negotiations with the County, new interest rates and financial terms of the contract that will take effect during the final two years of the four year contract if:
- a) the new financial terms do not increase the prices to the County by more than 10 percent; and
 - b) the County has the option to choose to use the initial variable interest rate option, or to change to the new fixed or variable interest rate options proposed by the bank.
- 2.6 **INVESTMENTS MADE OUTSIDE DEPOSITORY BANK** – The Jefferson County District and County Clerks reserve the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas, as a result of court order, and the Investment Policy of Jefferson County. All investment purchases shall be made on a delivery versus payment basis.
- 2.7 **SUBMITTING FINANCIAL STATEMENTS** - All Banks wishing to be designated as a Depository Bank will include as part of the Bid:
- a) The Bank's last three (3) quarterly Uniform Bank Performance Reports.
 - b) The Bank's last three (3) Call Reports
 - c) The Bank's Annual Financial Reports for the past 2 years.
- 2.8 **GOOD FAITH GUARANTEE** – A Bank desiring to be the Depository Bank for the District and County Clerks Trust Funds must submit with the Bid Proposal Worksheet, a certified cashier's check in the amount of **\$30,523.94** (one-half of one

percent of the Trust Fund's revenue for the preceding year) payable to Jefferson County as a guarantee of good faith. The County will hold the check until a Depository Bank is selected and the bond and/or security has been filed.

2.9 **LIQUIDATED DAMAGES FOR NOT PROVIDING SECURITY** – As stated in Code Section 116.023:

“If a bank is selected as a depository and does not provide the bond and/or security, the county shall retain the amount of the check as liquidated damages.”

A new depository shall then be selected.

2.10 **SECURITY** - Within fifteen (15) days after selection of the Depository, the Bank so selected is to qualify as a County Depository for the funds of the District and County Clerks Trust Funds. As soon as the contract for securities pledged is provided and approved by the Commissioners' Court, an order will be entered by the County designating the successful applicant, or applicants, as Depository for the funds of the Jefferson County District and County Clerks. This contract shall remain in place until sixty (60) days after the time fixed for the next selection of a Depository, to-wit, May, 2019, or until such time as a new Bank has qualified as Trust Funds Depository, whichever should sooner occur. Thereupon, the County Treasurer will place with said Depository all the funds belonging to the Jefferson County District and County Clerks.

2.11 **PLEGGED COLLATERAL** -

a) Pledged Securities in the amount provided by law under Sec. 116.054, V. T. Local Government Code, will be provided in quantities sufficient to fully collateralize all of the Funds of Jefferson County and their subdivisions.

- 1) U.S. Treasury Notes
- 2) U.S. Treasury Bills
- 3) Federal Farm Credit Banks Notes and Bonds
- 4) Federal Home Loan Banks Notes and Bonds
- 5) Federal National Mortgage Association Notes and Bonds
- 6) Federal Home Loan Mortgage Corporation Notes and Bonds
- 7) Federal Home Loan Bank Letters of Credit

The bank must be the true and legal owner of all securities, which will be pledged to the Jefferson County District and County Clerks Trust Funds. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with the Federal Reserve Bank, or the Bank of New York-Mellon Trust Company, without expense to the County under an appropriate contract to be drawn to the provisions of Tex. Loc. Gov't Code Chapter 116 and amendments in accordance with the application, if approved.

2.12 **COLLATERAL MANAGEMENT**- The Depository Bank must include, as part of the Bid, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. Also a detailed monthly collateral report is required. The report shall contain security descriptions, par value/current face and current market value.

- 2.13 **VALUE OF COLLATERAL** - The Depository Bank must propose how it will value pledged securities. The County at any time may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.
- 2.14 **DAILY REPORTS** - A daily list of account balances and market value of pledge collateral will be provided to the County Treasurer.

SERVICE REQUIREMENTS:

- 3.1 **CONTACT PERSON** - Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship, who would serve as the County's primary contact and who would be able to make decisions regarding operational aspects of this contract.
Bank must also provide a list of contact personnel, with phone numbers, within the bank who are qualified to provide information and assistance in the following areas:
- General Information
 - Safekeeping and Securities Clearance
 - Posting and Deposit Discrepancies
 - Stop Payments
 - Balance Adjustments
 - Collateral Adequacy
 - Internal Transfers
 - Wire Transfers
 - Online PC Service
 - Certificates of Deposit rate quotes
 - Signature Cards
 - Opening and Closing of Accounts
 - On-line services
- 3.2 **ON-LINE SERVICES** - It is requested that as a part of the proposal the Depository Bank will provide an on-line PC communication link to the County for daily reporting of fund balances, collected and ledger balances, stop payment requests, confirmations, and detailed debits and credits. Attach product description, pricing, and sample reports for the on-line PC link available. **Banks should be prepared to provide the Treasurer's office an opportunity to physically work with this technology before the bid is awarded.**
- 3.3 **ANALYSIS REPORT** - Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following:
- average ledger balance
 - average float
 - average collected balance
 - average negative collected balance
 - average positive collected balance
 - reserve requirement
 - available balance for earnings credit
 - price levels for each activity

- monthly volumes by type
- earnings credit allowance (provide an explanation of how the earnings credit rate is calculated)

A sample account analysis report will be provided as part of the Bid.

3.4 **STATEMENTS –**

- Monthly bank statements will include checks or image of checks on CD Rom, deposit slips, transfer slips and debit and credit memos, processed for ALL accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement.
- A hard copy of canceled checks or checks on CD shall be furnished to the County at month's end.
- Statements should be processed no later than ten (10) business days after the close of each month.
- A sample bank statement will be included as a part of the Bid.

3.5 **ACH TRANSACTIONS-** Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits. **Bank will be required to provide detailed information**

3.6 **WIRE TRANSFERS -** Bank must provide the ability to send wire transfers on an automated or manual basis, and also to provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.

3.7 **INTEREST RATES -** Floating interest rate bids and a fixed interest rate bids on accounts and certificates of deposit will be quoted by the Bank. Jefferson County reserves the right to select the rate most favorable to the District and County Clerks at anytime during the term of the contract, within the guidelines of Section 116.021 (b) of the Code.

3.8 **DISBURSEMENT SERVICES -** A successful Bidder will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentment.

3.9 **POSITIVE PAY –** The Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the bank for clearing. Any discrepancies shall be cleared by a designated County employee before checks are paid by the bank. Any applicable cost should be quoted.

3.10 **DEPOSIT SERVICES -** The Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received before the Bank's established deadline will be credited daily. Bank will include a copy of their Availability Schedule as part of the bid.

3.11 **CASH OVERDRAFTS -** For the purpose of determining cash overdrafts, the daily cash balance in all District and County Clerks accounts will be added together and if a negative balance occurs, the District and County Clerks accounts are considered to be over-drafted. An applicable insufficient funds fee can then be charged.

3.12 **COMPUTERIZED OUTPUT -** The Bank must provide the capability for the County to download paid items that will be utilized in the bank account

reconciliation process.

- 3.13 **SECURITY SAFEKEEPING** - Bank must provide for book entry/DTC acceptance and safekeeping of investment securities. A month end safekeeping statement including market values will be provided.
Indicate costs associated with a security purchase settlement.
- 3.14 **PAYMENT FOR SERVICES** - The County may elect to pay for service either by direct fee payment or by compensating balance.
- 3.15 **CASH MANAGEMENT** - On an ongoing basis the District and County Clerks will require cash management advice as to how accounts and procedures should be structured. Also, the District and County Clerks will want to be kept informed of recent developments in cash management products.
Bidders are invited to propose additional cash management services that are not specified herein.
- 3.16 **EXPENSE ALLOWANCE** – State the dollar amount, if any, that the Bank will provide for expenses incurred due to changing depository banks.
(For example: checks, deposit slips, endorsement stamps, and etc.)
- 3.17 **CAPITAL TO ASSETS RATIO** - Depository Banks will have and maintain a minimum five percent primary capital to assets ratio as compiled by dividing line 28 (total equity capital) by line 42 (total assets) on the Federal Financial Institutions Examination Council Form 032. Copies of the FFIEC form 32 statement will be included in the bid and shall be a continuing quarterly reporting requirement of the Depository Bank.
Should primary capital ratio fall below five percent, the Commissioners Court will review bank plans to future earnings and capital increases before determination is made to close out the depository.
- 3.18 **STOP PAYMENTS** - The Bank will be required to process stop payments on verbal, faxed, or e-mail instructions from the designated county employees with follow-up written confirmation.
- 3.19 **STANDARD DISBURSEMENT SERVICES** - Standard disbursing services for all accounts are required to include the payment of all County checks upon presentation.
- 3.20 **BANK RECONCILIATION SERVICES** - The Bank will provide partial or full reconciliation services, on specific accounts determined by the County. List what is included in each service.
- 3.21 **OTHER SPECIFIC SERVICES** - As described on **the Bid Worksheet**, the Bank will acknowledge services provided and attendant fees for such.

STRUCTURE OF ACCOUNTS:

The District and County Clerks bank accounts will be structured as follows (numbers and dollar amounts are subject to change):

-- Non-Interest Bearing Checking Accounts -- 2

Estimated balances equal -- \$ 6,000,000.00

-- Certificates of Deposit – The District and County Clerk’s Trust/Registry Funds, as ordered by the court to be invested in C.D.s

Service charge consideration is expected because of these non-interest bearing balances.

**Bid Proposal Worksheet for
RFP 15-007/DC Depository Banks for
Jefferson County District and County Clerks Trust/Registry Funds**

Certificates of Deposit - Variable Interest Rate -

91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction)

	Less than <u>\$100,000.00</u>	More than <u>\$100,000.00</u>
1. Maturity 7-29 days	+ ___ basis pts.	+ ___ basis pts.
2. Maturity 30-59 days	+ ___ basis pts.	+ ___ basis pts.
3. Maturity 60-89 days	+ ___ basis pts.	+ ___ basis pts.
4. Maturity 90-179 days	+ ___ basis pts.	+ ___ basis pts.
5. Maturity 180 days-less than one year	+ ___ basis pts.	+ ___ basis pts.
6. Maturity 1 year or more	+ ___ basis pts.	+ ___ basis pts.

Certificated of Deposits - Fixed Interest Rate -

	Less than <u>\$100,000.00</u>	More than <u>\$100,000.00</u>
1. Maturity 7-20 days	_____ %	_____ %
2. Maturity 30-59 days	_____ %	_____ %
3. Maturity 60-89 days	_____ %	_____ %
4. Maturity 90-179 days	_____ %	_____ %
5. Maturity 180 days-less than one year	_____ %	_____ %
6. Maturity 1 year or more	_____ %	_____ %

COST ANALYSIS WORKSHEET -

Use the following cost analysis worksheet as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following using your bid figures for the service costs and your variable interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances as they stood for December 31, 2014.

BALANCE SUMMARY -

Average Book Balance	\$ 6,069,081.87
Less Average Float	<u>5,826.58</u>
Average Collected Balance	\$ 6,063,255.29
Average Negative Collected Balance	<u>0.00</u>

BALANCE RECONCILIATION -

Average Positive Collected Balance	\$ 6,063,255.29
Less Cost of Analyzed Services (Balance Required)	_____
Additional Balance Required to Support Services	_____

FEE RECONCILIATION -

Earnings Allowance Credit	Rate: _____	_____
Less Analyzed Services Provided		_____
Services Charged to Account (Excess or Deficit)		_____

COST ANALYSIS WORKSHEET CONTINUES -**Earnings credit calculated on the following balances:****Total** **\$6,063,255.29**

PLEASE PROVIDE AN EXPLANATION OF HOW THE EARNING CREDIT RATE IS CALCULATED: _____

Depository Services -

	DESCRIPTION	AVERAGE MONTHLY VOLUME	PRICE	CHARGE	BALANCE REQUIRED
BALANCE & COMPENSATION INFORMATION					
	RECOUPMENT MONTHLY	6,558.56			
GENERAL ACCOUNT SERVICES					
	ACCOUNT MAINTENANCE-CHEXSTOR	2.00			
	DEBITS POSTED	0.08			
	CREDITS POSTED	9.25			
DEPOSITORY SERVICES					
	CV CASH ONLY OR CHECK ONLY DEPOSIT	9.00			
	CASH VAULT DEPOSIT CASH AND CHECK	0.42			
	CASH VAULT MONTHLY BASE	1.92			
	EXPANDED NETWORK CURRENCY DEPOSITED	261.25			
	REMOTE CASH VAULT-WFARGO DEP CHECKS	7.25			
	REMOTE CASH VAULT-NON WF DEP CHECKS	26.00			
	RETURN ITEM - CHARGEBACK	0.08			
	RETURN ITEM REDEPOSITED	0.08			
PAPER DISBURSEMENT SERVICES					
	DDA CHECKS PAID	50.33			
	SEARCH	1.92			
	ONLINE IMAGE VIEW < 90 DAYS - ITEM	0.58			
	ONLINE IMAGE VIEW > 90 DAYS - ITEM	0.25			
	IFI PAID CHECKS - IMAGE	49.75			
GENERAL ACH SERVICES					
	ACH FRAUD FILTER REVIEW MO BASE	2.00			
	ACH FRAUD FILTER REVIEW MO BASE	2.00			
INFORMATION SERVICES					
	PREV DAY SUBSCRIPTION MTHLYBASE	2.00			
	PREV DAY SUBSCRIPTION MTHLYBASE	2.00			
	PREVIOUS DAY ITEM LOADED	60.33			
	ELECTRONIC WINDOW EXTENDED STOR 90	520.50			

OTHER SPECIFIC SERVICES - As described on the Cost Analysis Worksheet, the Bank will acknowledge services provided and attendant fees for such. Also indicate charges for the following:

- Locked or Sealable bags _____
- Laser Checks _____
- Checks (in individual books or binders) _____
- Deposit Slips _____
- Endorsement Stamps _____
- Coin Wrappers _____
- Currency Straps _____

OTHER UNSPECIFIED SERVICES AND/OR COSTS – Other services and/or costs not specified in this document should be listed and attached, along with a description and unit pricing.

<u>Service</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

References:

List two (2) references for whom bidder has supplied similar services and/or supplies. Please include phone number and name of contact person. Other governmental units are preferred

Business	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____

DEPOSITORY BANK

The Bank must complete the information below to validate the bid for a Jefferson County District and County Clerks' Depository Bank.

The undersigned affirms that they are fully authorized to execute this bid. The contents of this bid has not been discussed or communicated by the undersigned, nor by any employee or agent, with any other bidder, member of Commissioners' Court, or any other persons engaged in this type of business, prior to the official opening of this bid.

All unsigned Bids will be disqualified.

Name and address of Bank:

Signature: _____
Name: _____
Title: _____
Telephone Number: _____
E-Mail: _____

Note: By my signature above, I hereby certify that the following are attached:

- A. A list of references of current Public Funds Users that utilize Cash Management Products similar to those requested in bid.
- B. The Bank's last three (3) quarterly Uniform Bank Performance Reports.
- C. The Bank's last three (3) Call Reports.
- D. The Bank's Annual Financial Reports for the past 2 years.
- E. A Certified Check or a Cashier's Check as a guarantee of good faith.
- F. A sample monthly Collateral Report.
- G. Product description pricing, and sample reports for the on-line PC link available.
- H. A sample Account Analysis Report.
- I. A sample Bank Statement.
- J. A Copy of Bank's Availability Schedule.
- K. A Certified and Attested Resolution from a duly authorized meeting of the Board of Directors empowering the signee to execute this contract.
- L. A response to every section and subsection in the Invitation to Bid.
- M. Completed Cost Analysis Worksheets.
- N. Attachments indicating other services and charges not specified in the Invitation to Bid.

**RETURN PAGES 10 THROUGH 13 WITH BID PACKAGE
AND ALL REQUIRED INFORMATION**

Permit No. 05-u-15Precinct No. 3

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

Date February 19, 2015

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Texas Windstream, Inc. (Company) does hereby made application to use
lands belonging to Jefferson County, for the purpose of constructing, maintaining or
repairing a utility or common carrier pipeline for the distribution of
Communication Line, location of which is fully described as
follows:

GPS: 29.840513, -94.273345 then along and parallel with
Wilber Road for 23,400 ft. This is a high speed internet line.

15 pages of drawings attached.

Construction will begin on or after March 1, 2015.

It is understood that all work will comply with the requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
June 30, 2015 and all subsequent revisions thereof to date.

Company Texas Windstream, Inc

By Lalisha Johnson

Title Engineer Coordinator

Address 11101 Anderson Dr STE 100

Little Rock Ar 72212

Telephone 501-748-4433

Fax No. 330-486-6238

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

<u>N/A</u> road crossing @ \$100.00	\$	<u>N/A</u>
<u>(23,400 ft) 4 1/2</u> miles parallel @ \$150.00/mile or fraction	\$	<u>N/A</u>
TOTAL	\$	<u>N/A</u>

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

Note: WINDSTREAM IS LIABLE FOR DAMAGES UNDER COMMON UTILITY CARRIER POLICY.

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

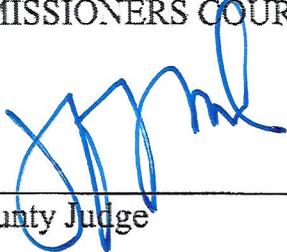
Donald M. Rao
Director of Engineering

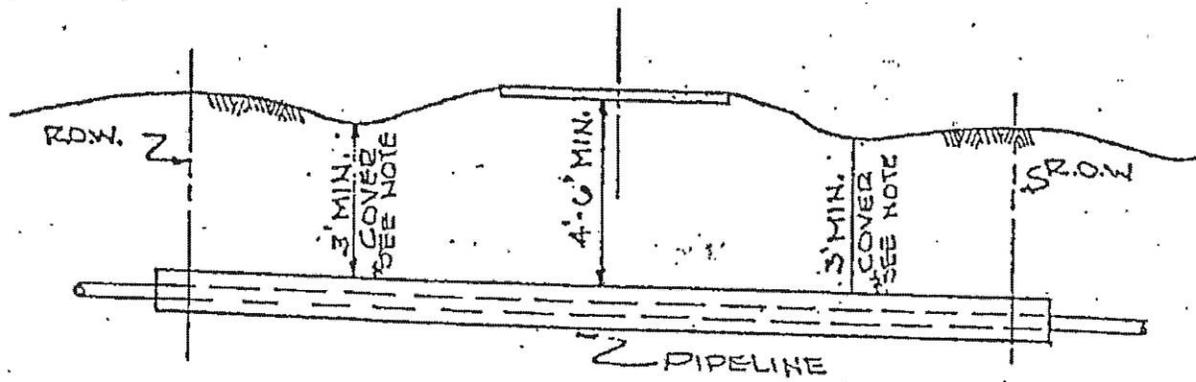
03/02/15
Date

COMMISSIONERS COURT ORDER

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

COMMISSIONERS COURT

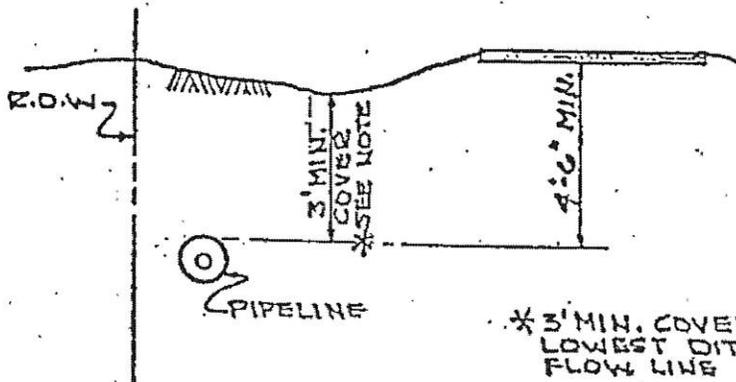
By 
County Judge



* 3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

NOTE: CASING TO EXTEND
1'-0" OUTSIDE R.O.W. EACH
SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



* 3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)
12-7-79 NO SCALE

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

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

Application

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

Determination

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

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

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

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

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (940) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utilities is necessitated by the improvement of a county road, such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the applicant has failed to comply with the directions of Commissioners' Court, or the County Engineer or his representatives, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representative find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Notice" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

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

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

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

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

Lines paralleling Method of Placement

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

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

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

Pole, Lines, Location

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

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

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

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

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

Inspection Notice

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

Line Markers

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

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

Traffic Control

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

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

Bonds

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

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

Application Fee

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

ROUTE MAP

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

Rev. 2003

Rev. 2003



Windstream Communications, Inc.
11101 Anderson Drive, Ste. 100
Mail stop: 2523-B5-F01-1A
Little Rock, AR 72212

February 19, 2015

Jefferson County Engineers
Commissioners' Court
1149 Pearl St-5th Floor
Beaumont, TX

All,

Texas Windstream Inc. would like to submit this permit application for your consideration. This permit would allow us to place cable along Wilber Rd for 23,400 feet. The cable used will provide local customers with high speed internet. Enclosed are a set of plans and a map of the proposed location for your approval permit process. Please send the approved permit to the above address or email a copy to Lakisha.Johnson@Windstream.com

If you need any additional information please feel free to contact me. (501)-748-4433

Sincerely,

A handwritten signature in black ink, appearing to read "LaKisha Johnson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

LaKisha Johnson



WORK NOTIFICATION

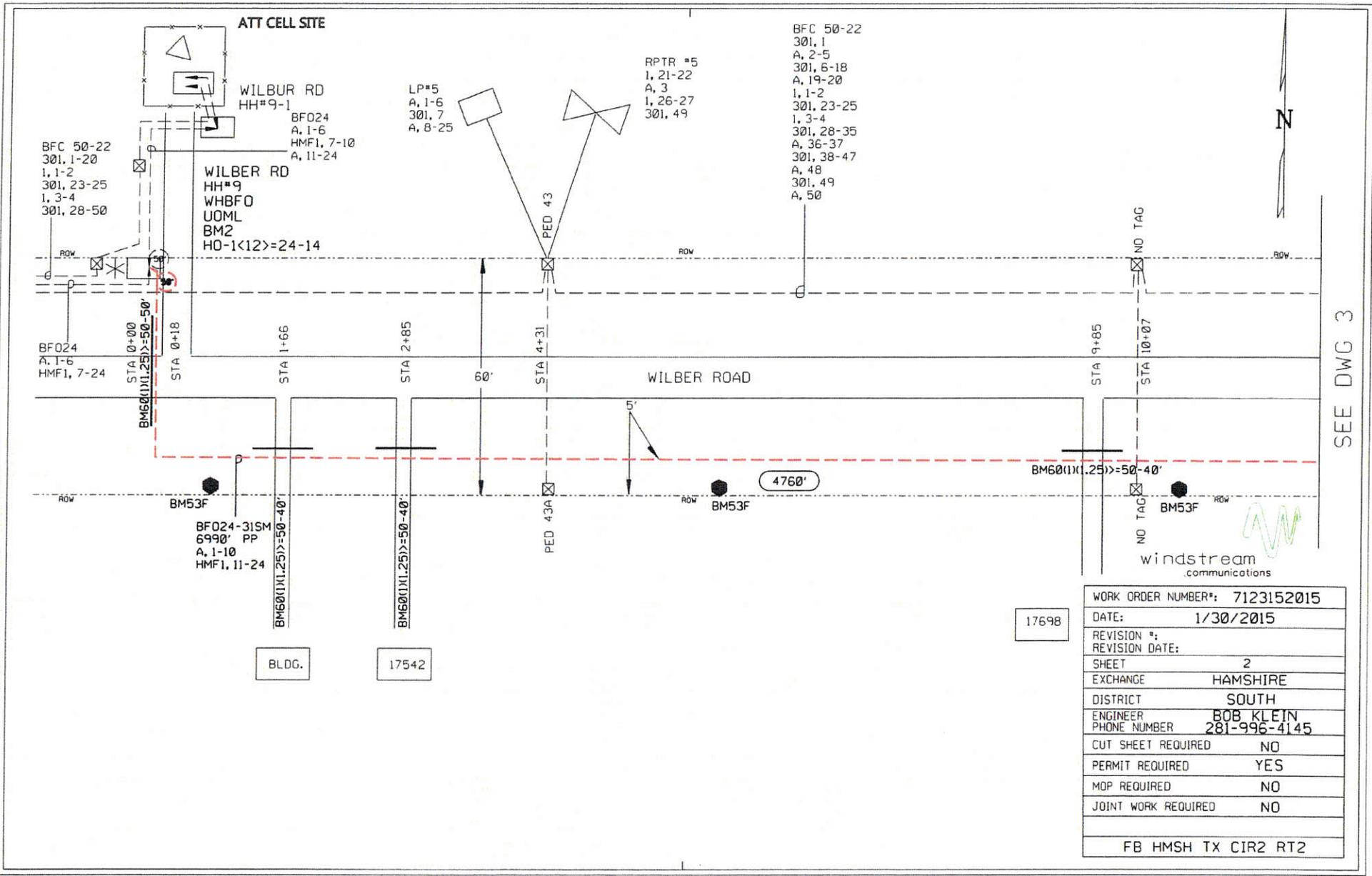
DESCRIPTION: BEGINNING AT A HANDHOLE LOCATED AT 17509 WILBER ROAD (GPS 29°, 50', 25.81" 94°, 16', 22.15"), WINDSTREAM COMMUNICATIONS PROPOSES TO PLACE A 24 FIBER CABLE ALONG WILBER ROAD FOR A DISTANCE OF APPROXIMATELY 23,400' SOUTH TO THE INTERSECTION OF WILBER ROAD AND TODD ROAD. CABLE WILL PLACED AT LEAST 42" DEEP AND 5' FROM THE ROAD RIGHT OF WAY. (SEE ATTACHED PRINTS FOR A DETAIL OF THE PROPOSED CONSTRUCTION.) THE CABLE WILL USED TO PROVIDE LOCAL CUSTOMERS A HIGH SPEED INTERNET CONNECTION.



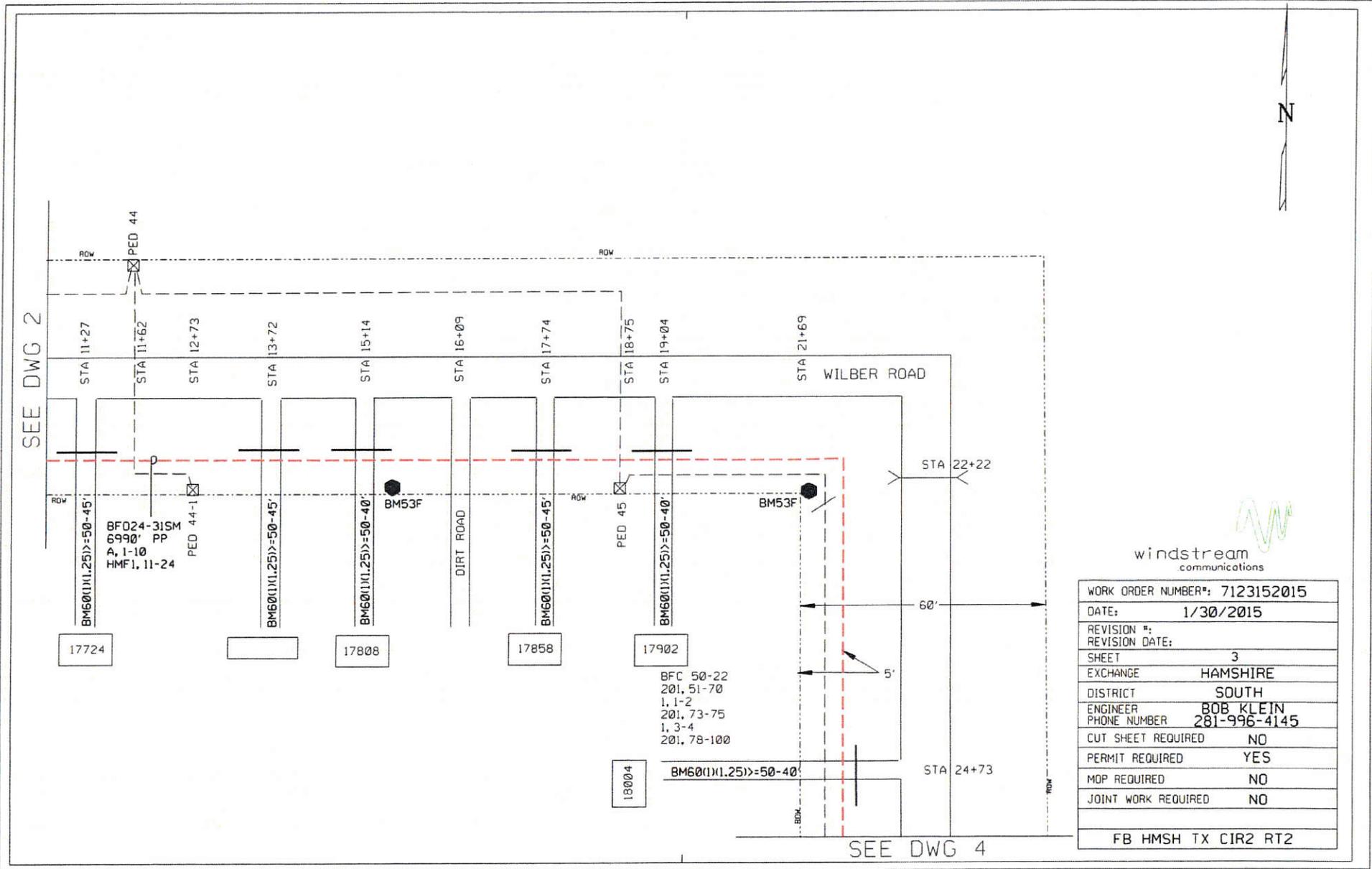
WORK AREA



WORK ORDER NUMBER#:	7123152015
DATE:	1/30/2015
REVISION #:	
REVISION DATE:	
SHEET	1
EXCHANGE	HAMSHIRE
DISTRICT	SOUTH
ENGINEER	BOB KLEIN
PHONE NUMBER	281-996-4145
CUT SHEET REQUIRED	NO
PERMIT REQUIRED	YES
MOP REQUIRED	NO
JOINT WORK REQUIRED	NO
FB HMSH TX CIR2 RT2	

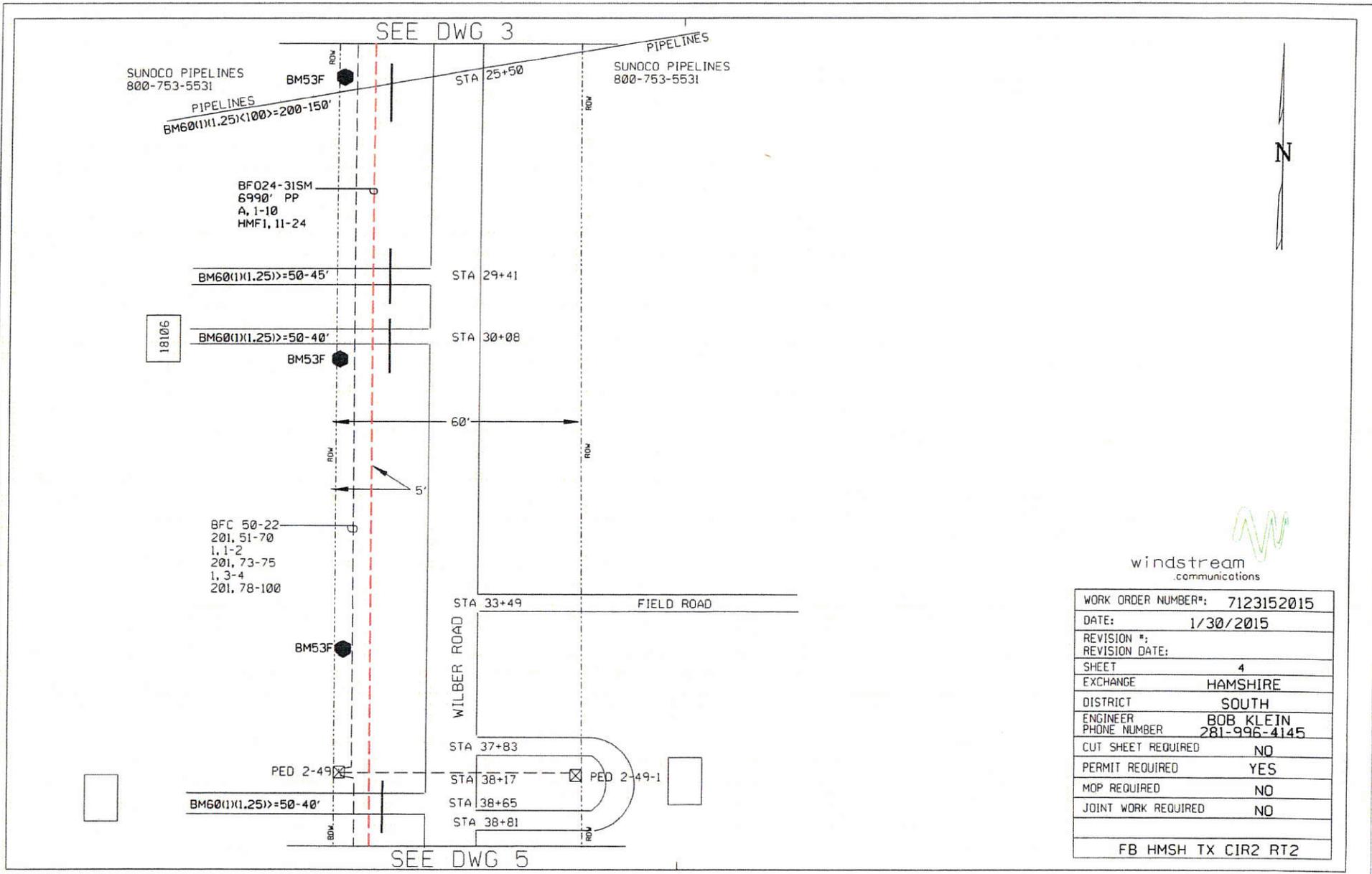


WORK ORDER NUMBER#:	7123152015
DATE:	1/30/2015
REVISION #:	
REVISION DATE:	
SHEET	2
EXCHANGE	HAMSHIRE
DISTRICT	SOUTH
ENGINEER	BOB KLEIN
PHONE NUMBER	281-996-4145
CUT SHEET REQUIRED	NO
PERMIT REQUIRED	YES
MOP REQUIRED	NO
JOINT WORK REQUIRED	NO
FB HMSH TX CIR2 RT2	

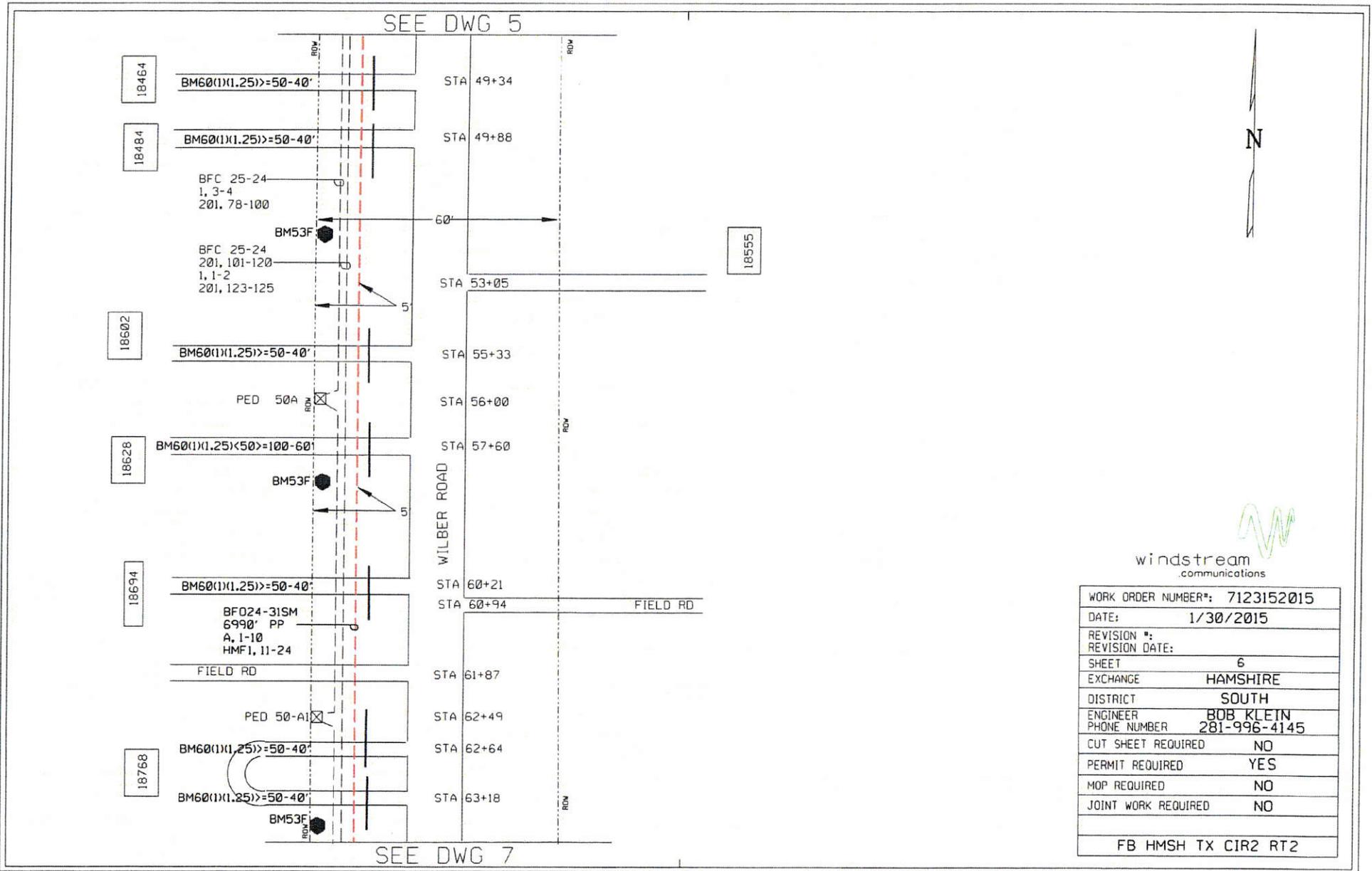


windstream
communications

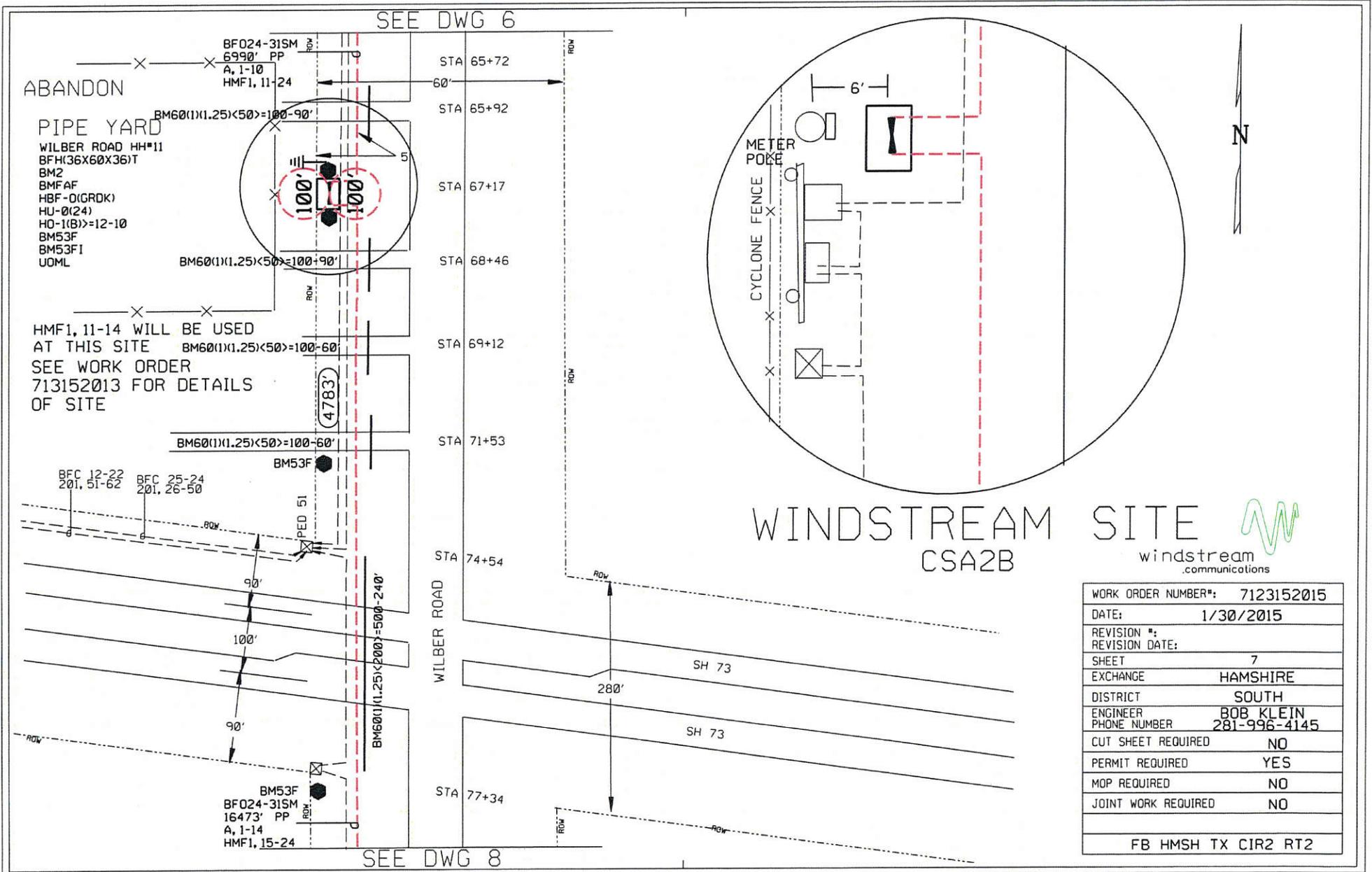
WORK ORDER NUMBER*	7123152015
DATE:	1/30/2015
REVISION #:	
REVISION DATE:	
SHEET	3
EXCHANGE	HAMSHIRE
DISTRICT	SOUTH
ENGINEER	BOB KLEIN
PHONE NUMBER	281-996-4145
CUT SHEET REQUIRED	NO
PERMIT REQUIRED	YES
MOP REQUIRED	NO
JOINT WORK REQUIRED	NO
FB HMSH TX CIR2 RT2	

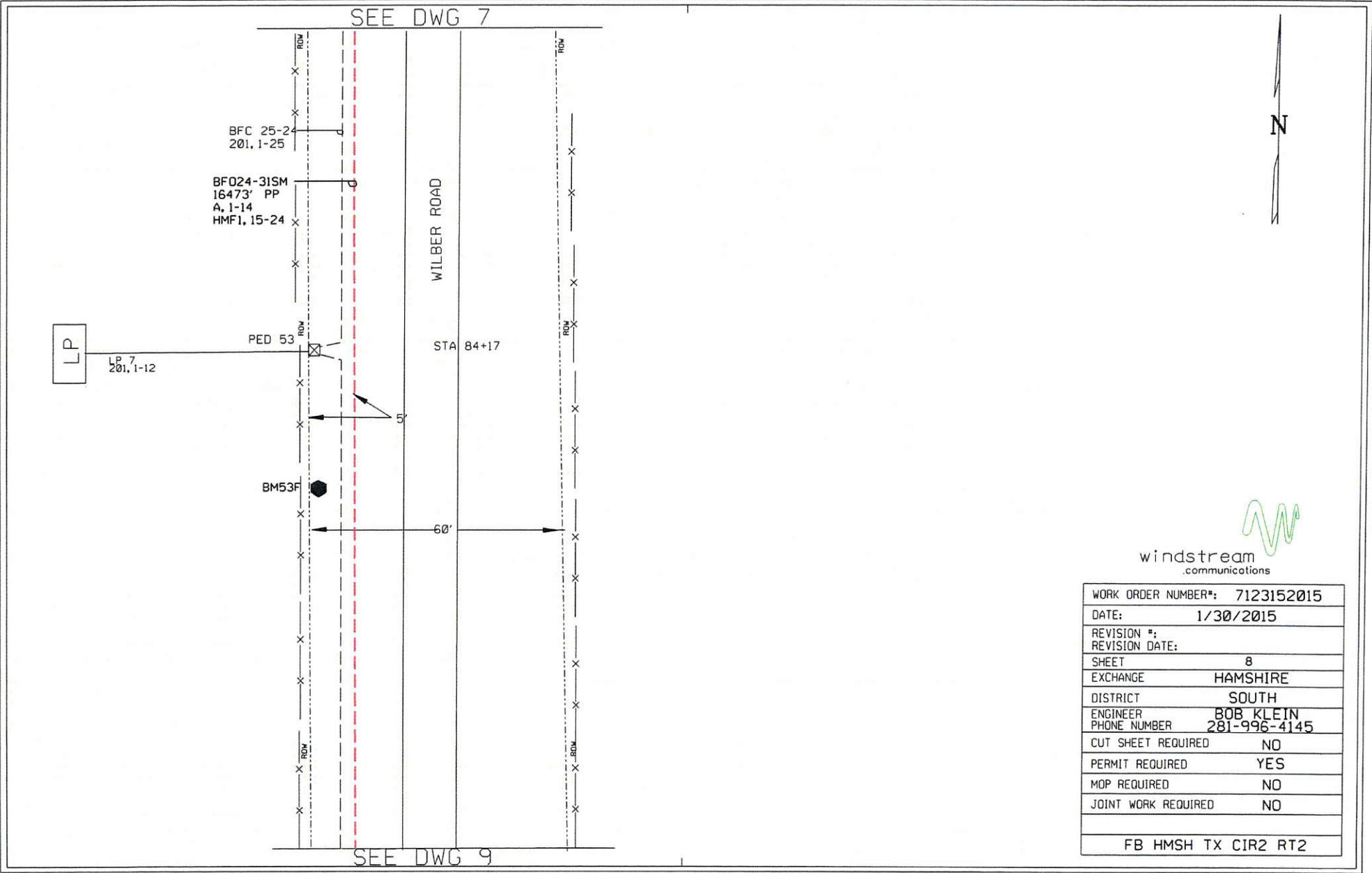


WORK ORDER NUMBER#:	7123152015
DATE:	1/30/2015
REVISION #:	
REVISION DATE:	
SHEET	4
EXCHANGE	HAMSHIRE
DISTRICT	SOUTH
ENGINEER	BOB KLEIN
PHONE NUMBER	281-996-4145
CUT SHEET REQUIRED	NO
PERMIT REQUIRED	YES
MOP REQUIRED	NO
JOINT WORK REQUIRED	NO
FB HMSH TX CIR2 RT2	

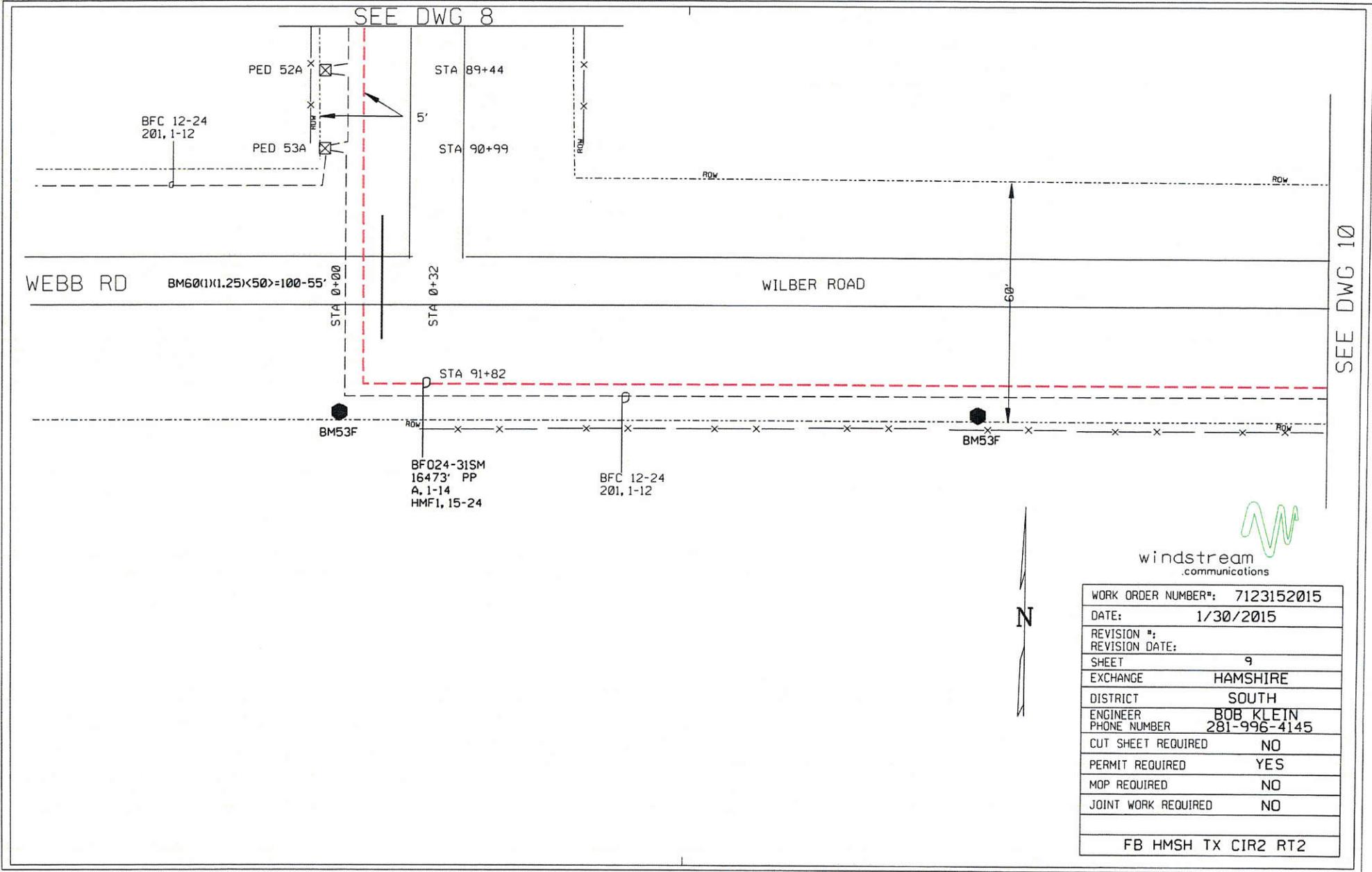


WORK ORDER NUMBER*	7123152015
DATE:	1/30/2015
REVISION #:	
REVISION DATE:	
SHEET	6
EXCHANGE	HAMSHIRE
DISTRICT	SOUTH
ENGINEER	BOB KLEIN
PHONE NUMBER	281-996-4145
CUT SHEET REQUIRED	NO
PERMIT REQUIRED	YES
MOP REQUIRED	NO
JOINT WORK REQUIRED	NO
FB HMSH TX CIR2 RT2	

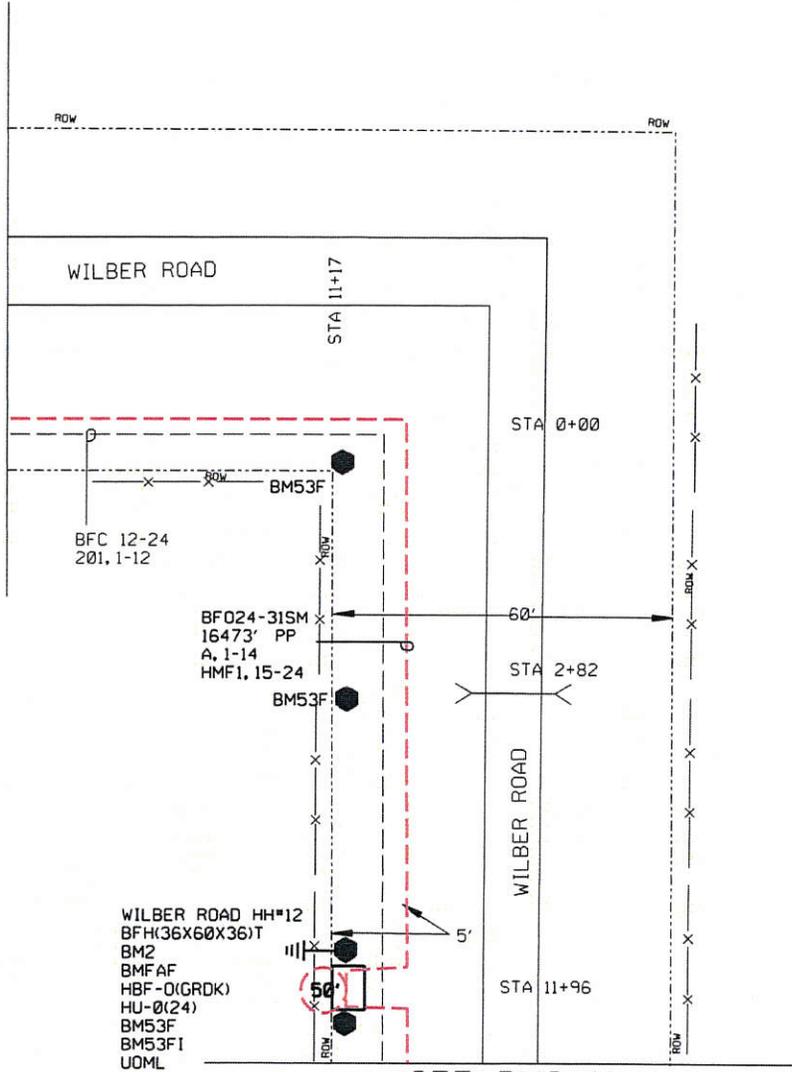




WORK ORDER NUMBER#:	7123152015
DATE:	1/30/2015
REVISION #:	
REVISION DATE:	
SHEET	8
EXCHANGE	HAMSHIRE
DISTRICT	SOUTH
ENGINEER	BOB KLEIN
PHONE NUMBER	281-996-4145
CUT SHEET REQUIRED	NO
PERMIT REQUIRED	YES
MOP REQUIRED	NO
JOINT WORK REQUIRED	NO
FB HMSH TX CIR2 RT2	



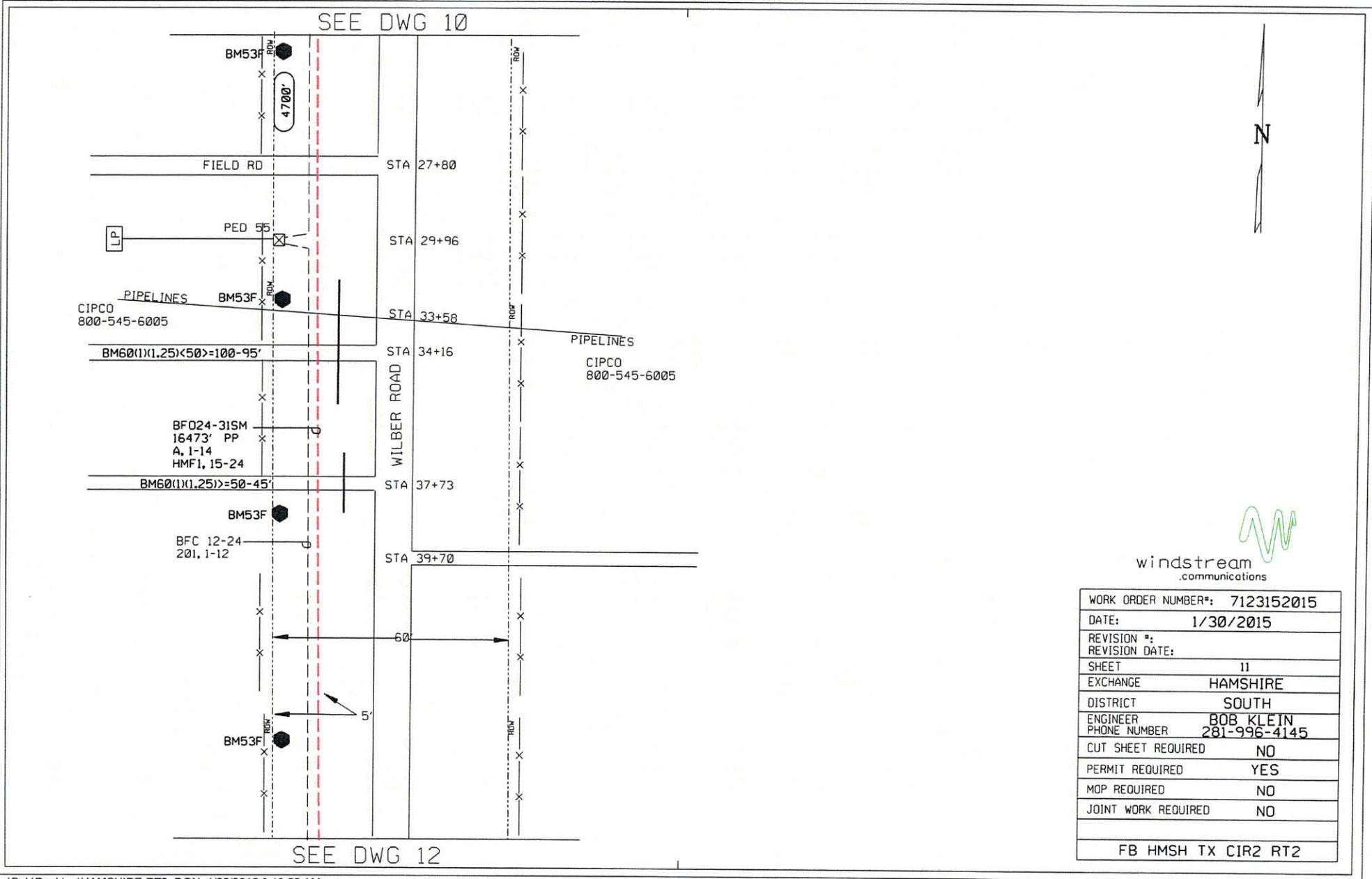
SEE DWG 9



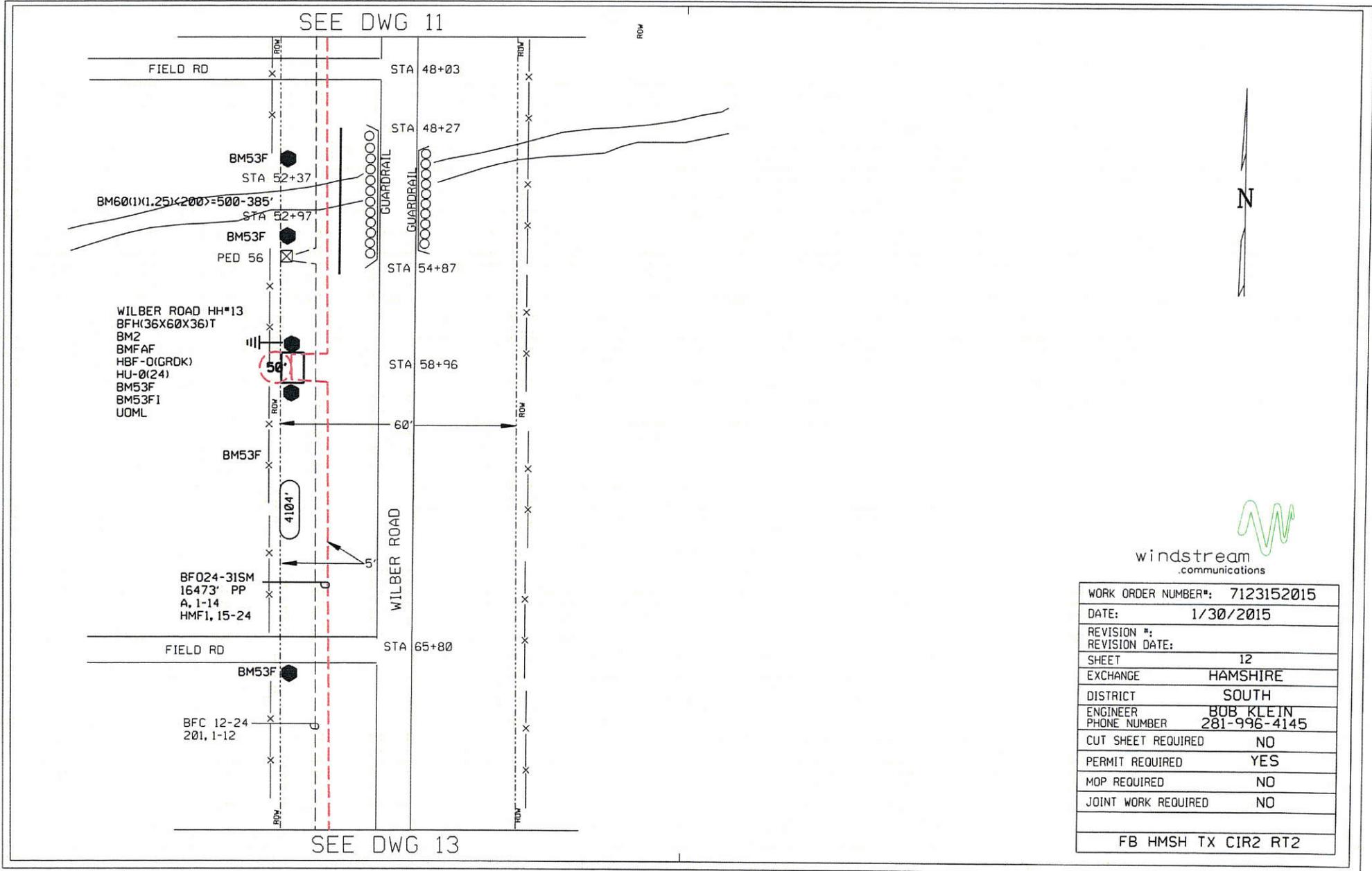
SEE DWG 11



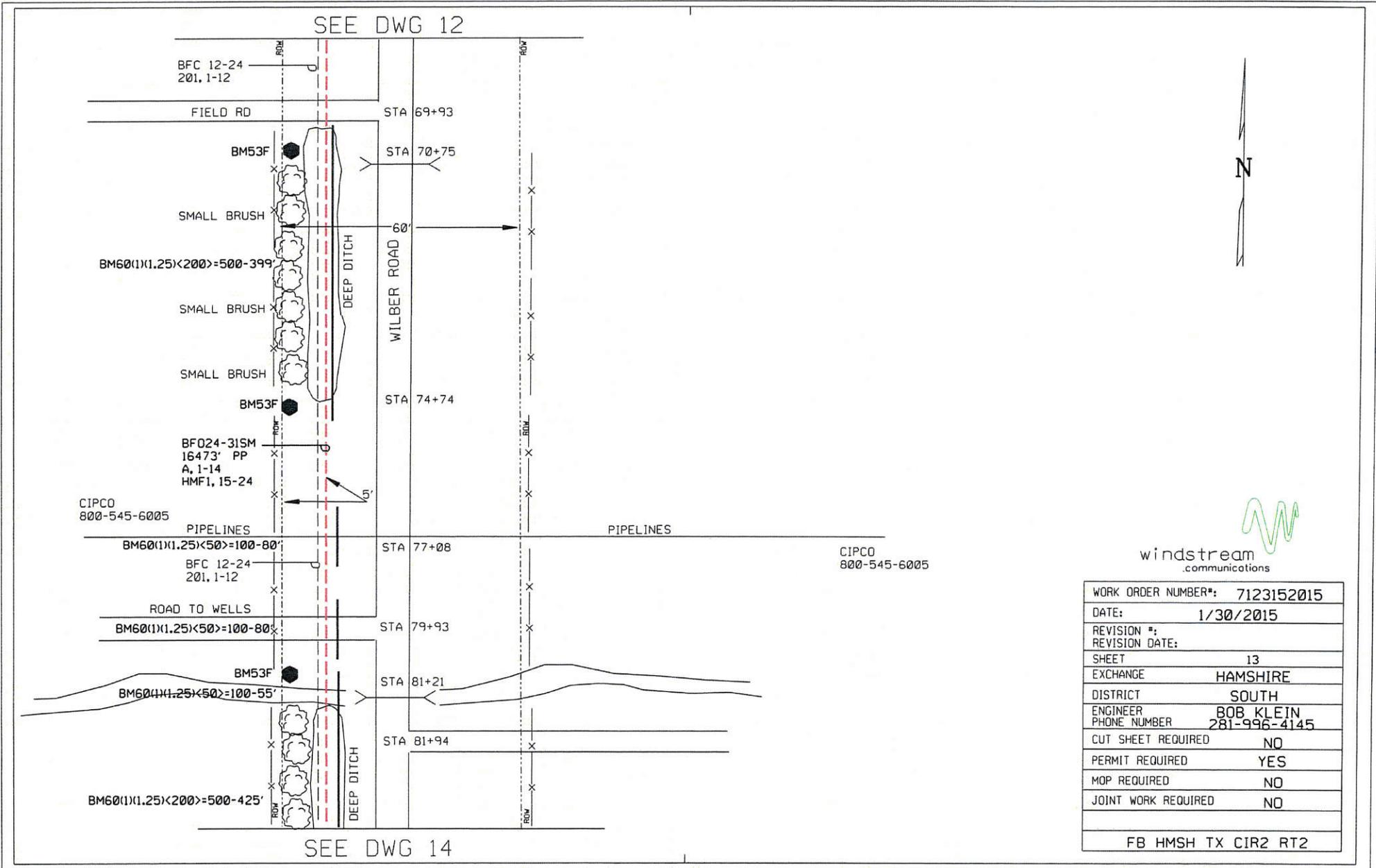
WORK ORDER NUMBER*:	7123152015
DATE:	1/30/2015
REVISION #:	
REVISION DATE:	
SHEET	10
EXCHANGE	HAMSHIRE
DISTRICT	SOUTH
ENGINEER	BOB KLEIN
PHONE NUMBER	281-996-4145
CUT SHEET REQUIRED	NO
PERMIT REQUIRED	YES
MOP REQUIRED	NO
JOINT WORK REQUIRED	NO
FB HMSH TX CIR2 RT2	



WORK ORDER NUMBER#:	7123152015
DATE:	1/30/2015
REVISION #:	
REVISION DATE:	
SHEET	11
EXCHANGE	HAMSHIRE
DISTRICT	SOUTH
ENGINEER	BOB KLEIN
PHONE NUMBER	281-996-4145
CUT SHEET REQUIRED	NO
PERMIT REQUIRED	YES
MOP REQUIRED	NO
JOINT WORK REQUIRED	NO
FB HMSH TX CIR2 RT2	

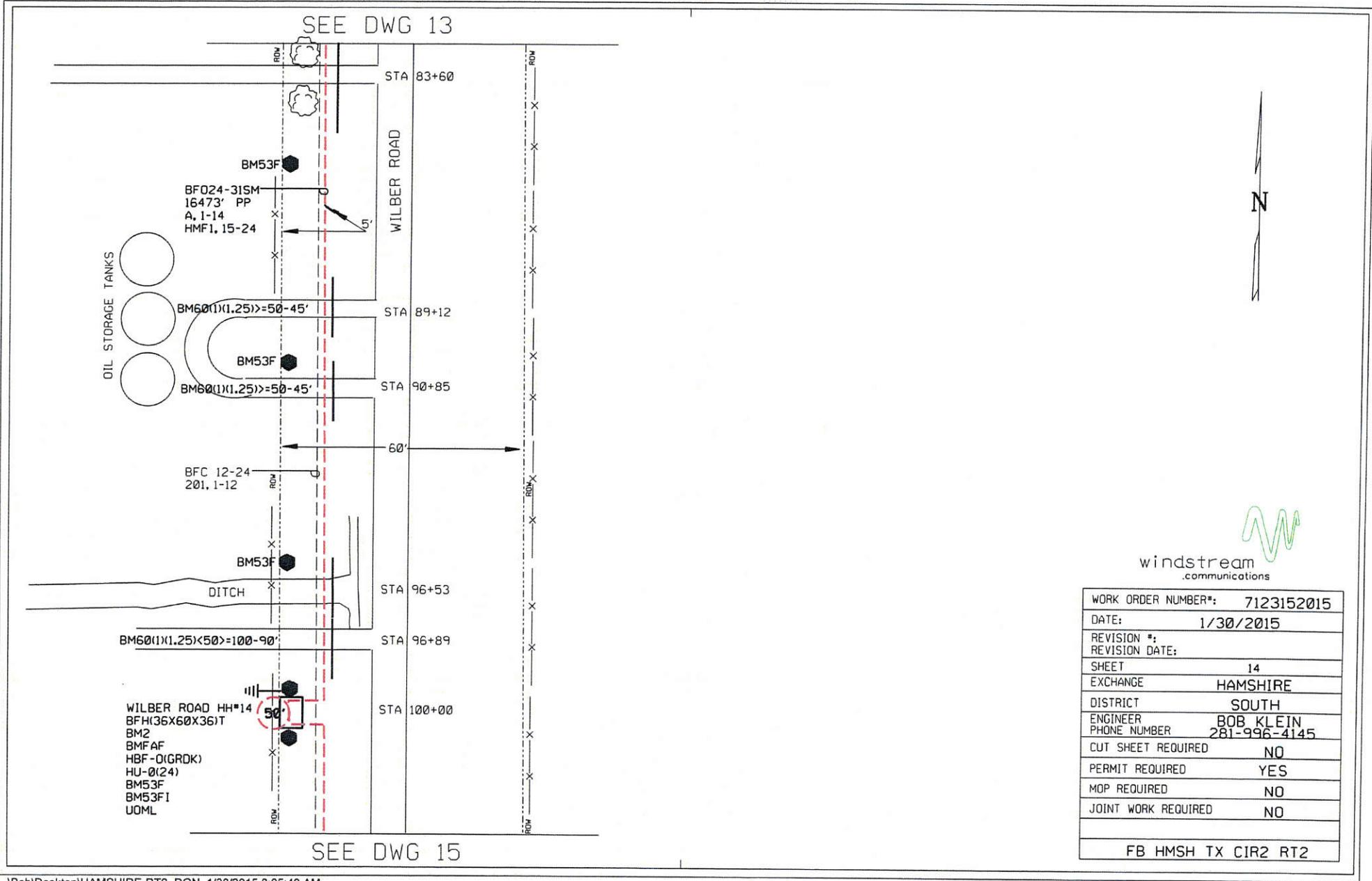


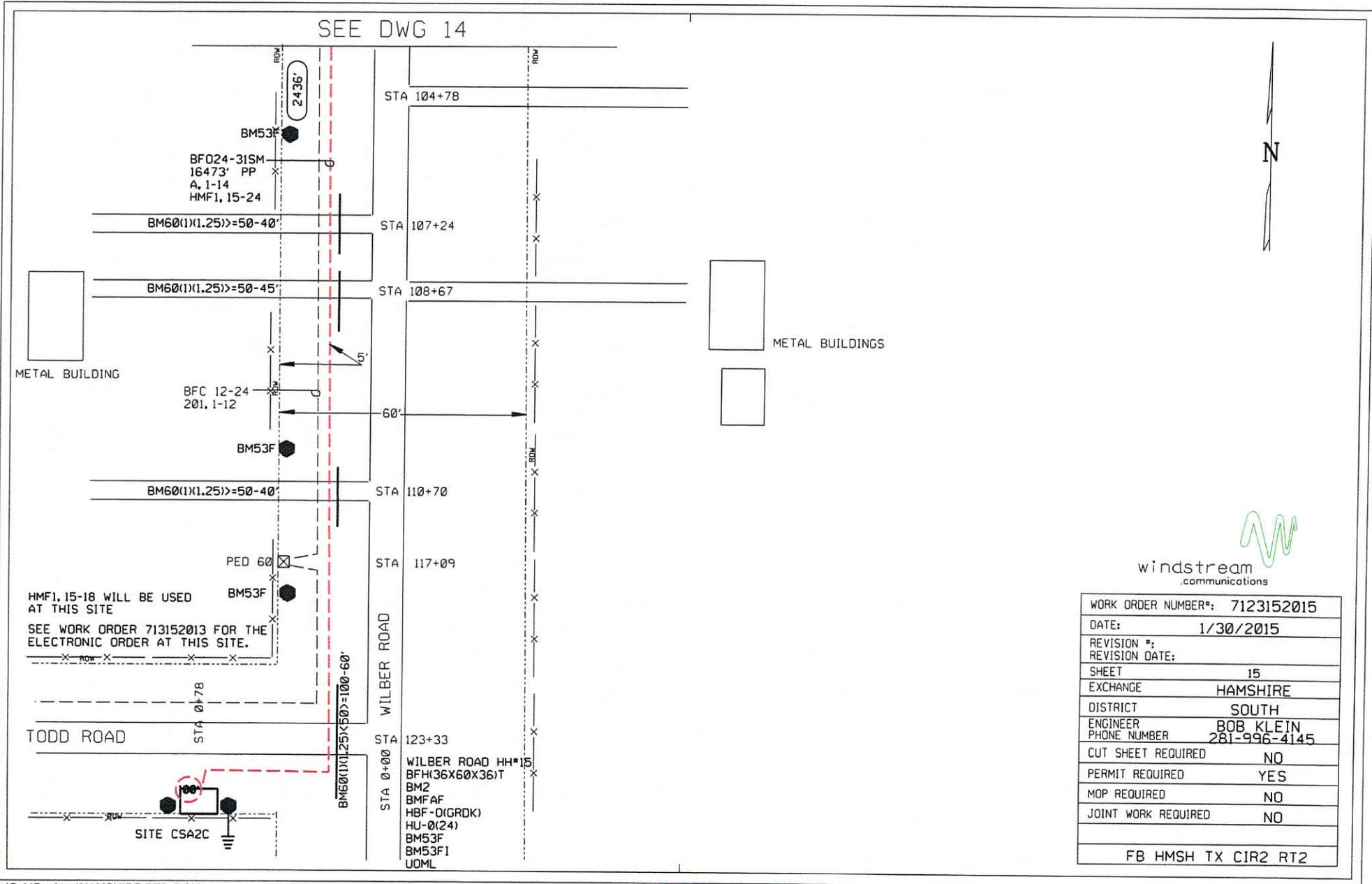
WORK ORDER NUMBER#:	7123152015
DATE:	1/30/2015
REVISION #:	
REVISION DATE:	
SHEET	12
EXCHANGE	HAMSHIRE
DISTRICT	SOUTH
ENGINEER	BOB KLEIN
PHONE NUMBER	201-996-4145
CUT SHEET REQUIRED	NO
PERMIT REQUIRED	YES
MOP REQUIRED	NO
JOINT WORK REQUIRED	NO
FB HMSH TX CIR2 RT2	



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communications

WORK ORDER NUMBER*:	7123152015
DATE:	1/30/2015
REVISION #; REVISION DATE:	
SHEET	13
EXCHANGE	HAMSHIRE
DISTRICT	SOUTH
ENGINEER	BOB KLEIN
PHONE NUMBER	281-996-4145
CUT SHEET REQUIRED	NO
PERMIT REQUIRED	YES
MOP REQUIRED	NO
JOINT WORK REQUIRED	NO
FB HMSH TX CIR2 RT2	





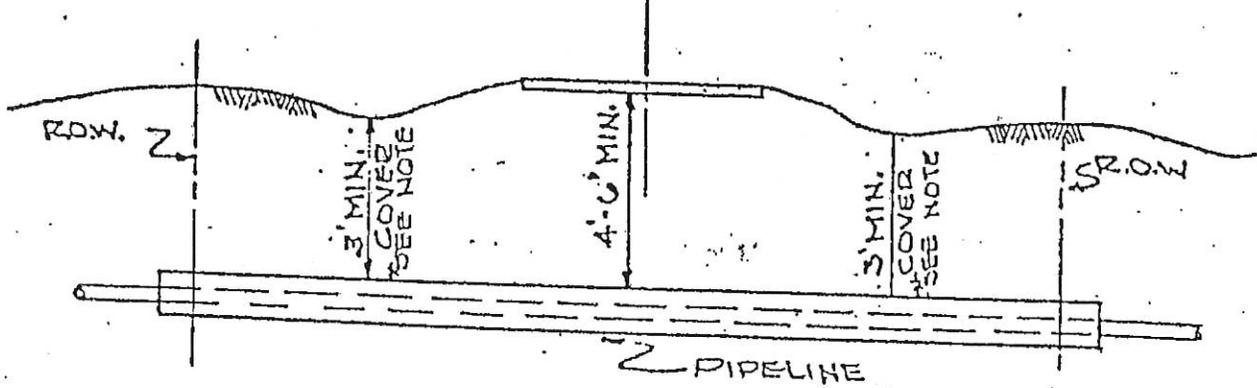
FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

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

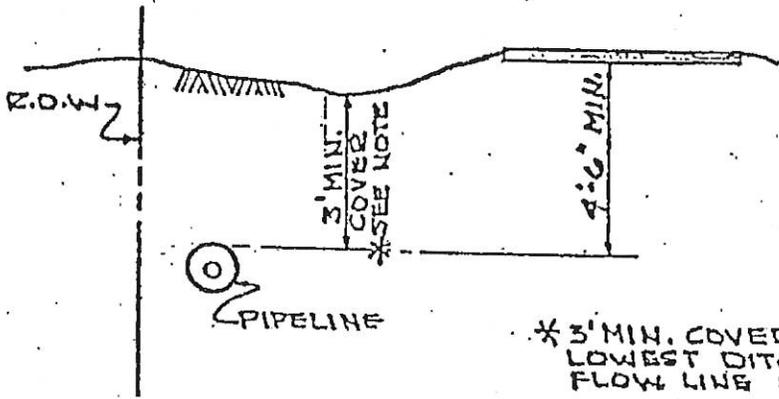
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work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



* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0" OUTSIDE R.O.W EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)
12-7-79 NO SCALE

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

W. Gerald M. Ras
Director of Engineering

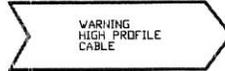
03/02/15
Date

COMMISSIONERS COURT ORDER

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

COMMISSIONERS COURT

By 
County Judge



- 1 - The contractor must notify the AT&T Contract Coordinator 48 hours prior to starting work around high profile facilities.
- 2 - All pre-work by the contractor should be performed before the build authorization meeting (i.e., potholes, cable exposure, etc.) All pre-work should be excavated to allow the correct identification of facilities. In addition, all lump sum bid projects will have potholes, cable exposure, etc. performed by a vacuum method.
- 3 - The build authorization meeting should be held on site if possible or via telephone if the onsite meeting is not feasible. This meeting is required between the contractor and the AT&T Contract Coordinator.
- 4 - If there is any doubt about existing cable facility locations, solicit assistance from AT&T personnel.
- 5 - The contractor must verify the location of the high profile facilities at the beginning, at each road crossing and at each significant obstacle in the cable path that may have altered the original placement (i.e. sewer manhole, street light signal box, etc.) and minimum of every 300' when excavating 2' 5' of the high profile facility. Attention should be given to the obstacles in the trench payh and the minimum locate verification will be every 1000'
- 6 - No bore should be performed with 10' vertically or horizontally at the existing high profile cable facilities without prior consultation with AT&T Engineering/Construction personnel.
- 7 - Existing high profile copper/fiber cables should be exposed on both sides of thoroughfare prior to commencing bore.
- 8 - The contractor must not mechanically excavate within 2' of either side of a high profile facility.

CONTRACTORS:

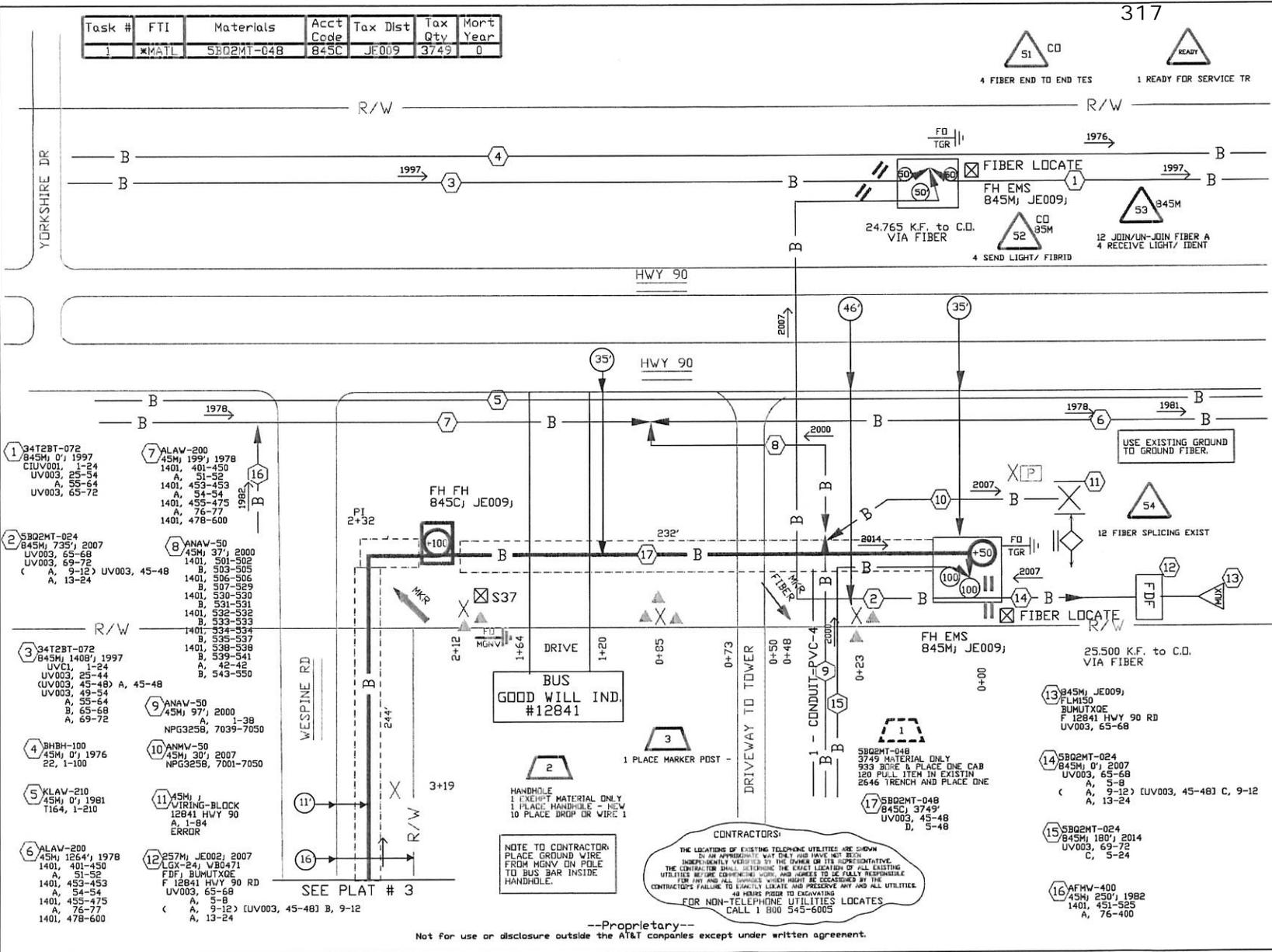
THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN
 BY AN APPROPRIATE WAY ONLY AND HAVE NOT BEEN
 INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE.
 THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING
 UTILITIES BEFORE COMMENCING WORK AND SHALL BE FULLY RESPONSIBLE
 FOR ANY AND ALL DAMAGES WHICH MUST BE COVERED BY THE
 CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
 48 HOURS PRIOR TO EXCAVATING
 FOR NON-TELEPHONE UTILITIES LOCATES
 CALL 1 800 545-6005

--Proprietary--
 Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL CIRCUITS N 6203 FORWARDED N PERMIT REQUIRED N	 NORTH ARROW
OPERATING RANGE OF JOB STEPS TASK _____ TO _____ MFRC 845C	
TRANSMISSION ZONE RZ 0 CZ 9 TAPER CODE 325002	
CAUTION HIGH VOLTAGE KV 7.60 AERIAL Y BURIED N	
HIGHWAY PERMIT NO.	
Utility CO EAST - ENTERGY GULF STATES, INC. REP NAME CHRIS HUTCHERSON REP TEL NO. (409) 785-2317 POLE CONTACTS (+) 0 (-) 0	
Utility CO REP NAME REP TEL NO. POLE CONTACTS (+) 0 (-) 0	
Utility CO REP NAME REP TEL NO. POLE CONTACTS (+) 0 (-) 0	
PROJECT NO A003ZVC	
TOT.PRINTS 7 PRINT NO. 1 NPA/NNX: 409-866 PRT:409866 EXCH. BEAU TAX DIST. JE009 GEO LOC. WZ3866 ENGR. DR DRAWN DR TELEPHONE NO. (409) 839-6123 REC. REF. 375-325-52-3 MAP REF. 125-C7 SCALE NONE ISSUE DATE PROJ TITLE 2609 WESTPINE RD - FBR/ASE REV. NUMBER DATE REV.	

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	XMAIL	5B02MT-048	845C	JF009	3749	0

317



SPECIAL CIRCUITS N
 6203 FORWARDED N
 PERMIT REQUIRED Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
 TASK 1 TO 54
 MFRC 845C

TRANSMISSION ZONE
 RZ 0 CZ 9 TAPER CODE 325032

CAUTION HIGH VOLTAGE
 KV 7.60 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO EGSI - ENTERGY GULF STATES, INC.
 REP NAME CHRIS HUTCHERSON
 REP TEL NO. (409) 785-2317
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

PROJECT NO A003ZYC

TOT.PRINTS 7 PRINT NO. 2
 NPA/NNX: 409-866 PRT:409866
 EXCH. BEAU
 TAX DIST. JE009
 GEO LOC. W23866
 ENGR. DR DRAWN DR
 TELEPHONE NO. (409) 839-6123
 REC. REF. 375-325-52-3
 MAP REF. 125-C7
 SCALE NONE
 ISSUE DATE
 PROJ TITLE 2609 WESTPINE RD - FBR/ASE
 REV. NUMBER
 DATE REV.

CONTRACTORS:
 THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE DRAFTER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR FAILING TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. 48 HOURS PRIOR TO EXCAVATING FOR NON-TELEPHONE UTILITIES LOCATES CALL 1 800 545-6005

NOTE TO CONTRACTOR:
 PLACE GROUND WIRE FROM NGV ON POLE TO BUS BAR INSIDE HANDHOLE.

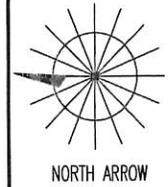
HANDHOLE
 1 EXCEPT MATERIAL ONLY
 1 PLACE HANDHOLE - NEW
 10 PLACE DROP OR WIRE 1

BUS GOOD WILL IND. #12841

SEE PLAT # 3

--Proprietary--
 Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL
CIRCUITS N
6203
FORWARDED N
PERMIT
REQUIRED Y



NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK 1 TO 1

MFRC 845C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 325002

CAUTION HIGH VOLTAGE
KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

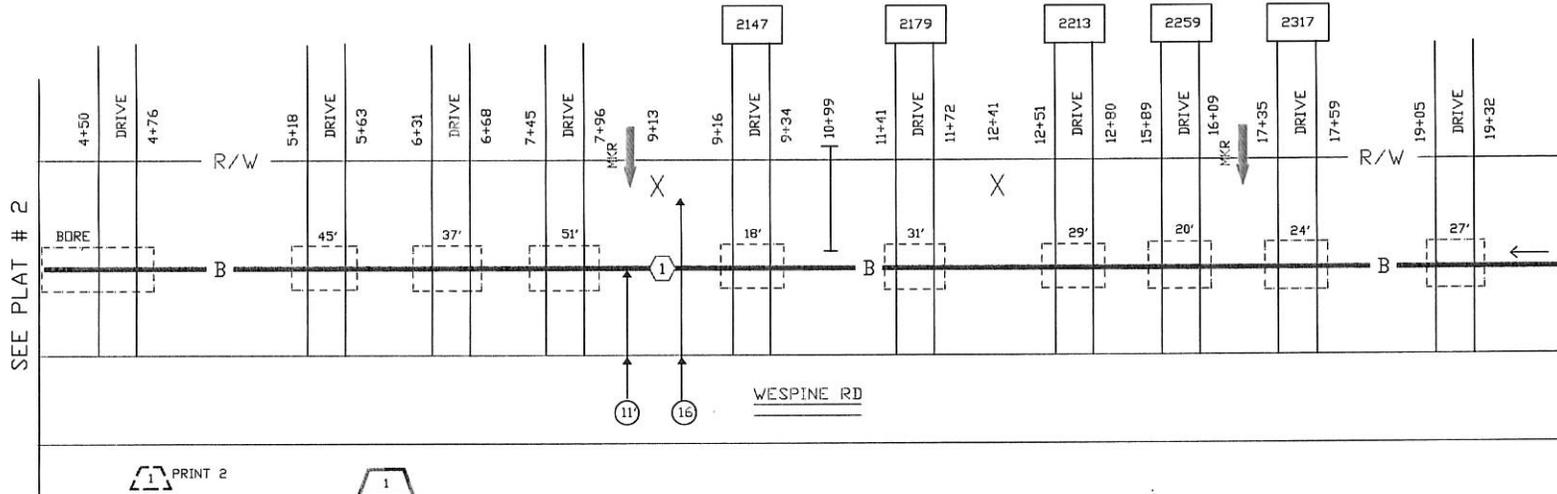
Utility CO EGS1 - ENTERGY GULF STATES, INC.
REP NAME CHRIS HUTCHERSON
REP TEL NO. (409) 785-2317
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO A003ZYC

TOT.PRINTS 7 PRINT NO. 3
NPA/NNX: 409-866 PRT:409866
EXCH. BEAU
TAX DIST. JE009
GEO LOC. WZ3866
ENGR. DR DRAWN DR
TELEPHONE NO. (409) 839-6123
REC. REF. 375-325-52-3
MAP REF. 125-C7
SCALE NONE
ISSUE DATE
PROJ TITLE 2609 WESTPINE RD - FBR/ASE
REV. NUMBER
DATE REV.



SEE PLAT # 2

SEE PLAT # 4

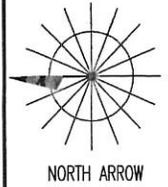
1 PRINT 2
1 SB02MT-04B
B45C1 0'
UV003, 4S-48
D, 5-48

1
2 PLACE MARKER POST -

CONTRACTORS:
THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN
IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN
INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE.
THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING
UTILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE
FOR ANY AND ALL DAMAGES WHICH MAY BE OCCURRED BY THE
CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES
48 HOURS PRIOR TO EXCAVATING
FOR NON-TELEPHONE UTILITIES LOCATES
CALL 1 800 545-6005

--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL CIRCUITS N
 6203 FORWARDED N
 PERMIT REQUIRED Y



OPERATING RANGE OF JOB STEPS

TASK 1 TO 3

MFRS 845C

TRANSMISSION ZONE
 RZ 0 CZ 9 TAPER CODE 325002

CAUTION HIGH VOLTAGE
 KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

Utility CO EGS - ENERGY GULF STATES, INC.
 REP NAME CHRIS HUTCHESON
 REP TEL NO. (409) 765-2317
 POLE CONTACTS (+) 0 (-) 0

Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

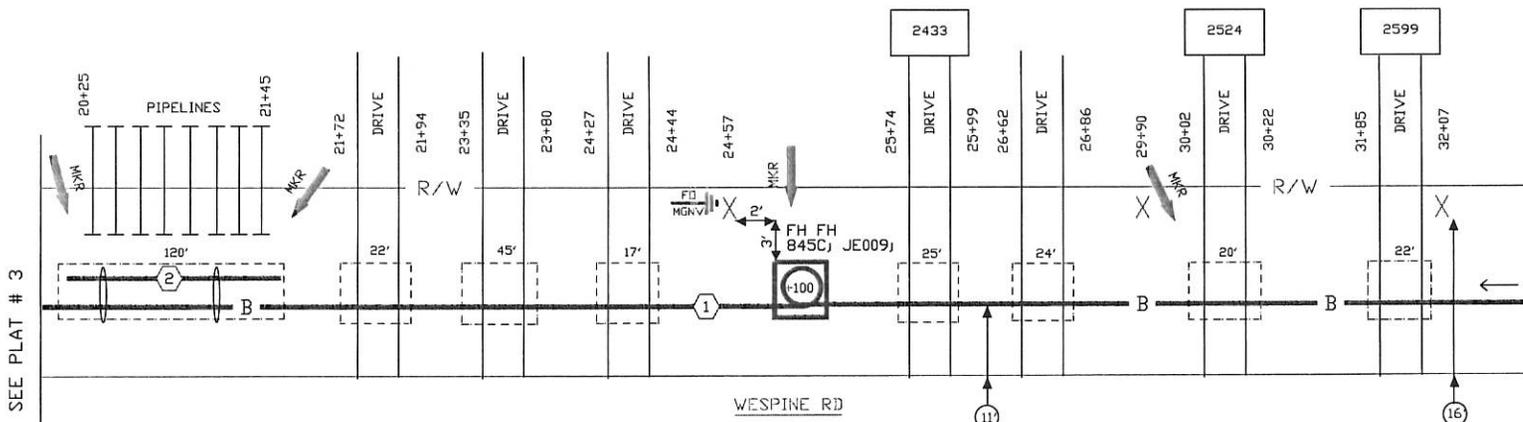
Utility CO
 REP NAME
 REP TEL NO.
 POLE CONTACTS (+) 0 (-) 0

PROJECT NO A003ZVC

TOT. PRINTS 7 PRINT NO. 4
 NPA/NNX: 409-866 PRT: 409866

EXCH. BEAU
 TAX DIST. JE009
 GEO LOC. WZ3866
 ENGR. DR. DRAWN DR.

TELEPHONE NO. (409) 839-6123
 REC. REF. 375-320-57
 MAP REF. 125-C7
 SCALE NONE
 ISSUE DATE
 PROJ TITLE 2609 WESTPINE RD - FBR/ASE
 REV. NUMBER
 DATE REV.



SEE PLAT # 3

SEE PLAT # 5

1 PRINT 2
 1 SBQ2MT-04B
 /B45CJ 0'
 UV003, 45-48
 D, 5-48

1
 PVC-C-4'
 120 EXEMPT MATERIAL ONLY
 120 BORE & PLACE ONE CAB
 2 - PVC-C-4'

2
 HANDHOLE
 1 EXEMPT MATERIAL ONLY
 1 PLACE HANDHOLE - NEW
 10 PLACE DROP OR WIRE 1

3
 4 PLACE MARKER POST -

NOTE TO CONTRACTOR:
 PLACE GROUND WIRE FROM
 MENV TO BUS BAR INSIDE
 OF HANDHOLE.

CONTRACTORS:
 THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN
 IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN
 INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE.
 THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING
 UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE
 FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE
 CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES
 48 HOURS PRIOR TO EXCAVATING.
 FOR NON-TELEPHONE UTILITIES LOCATES
 CALL 1 800 545-6005

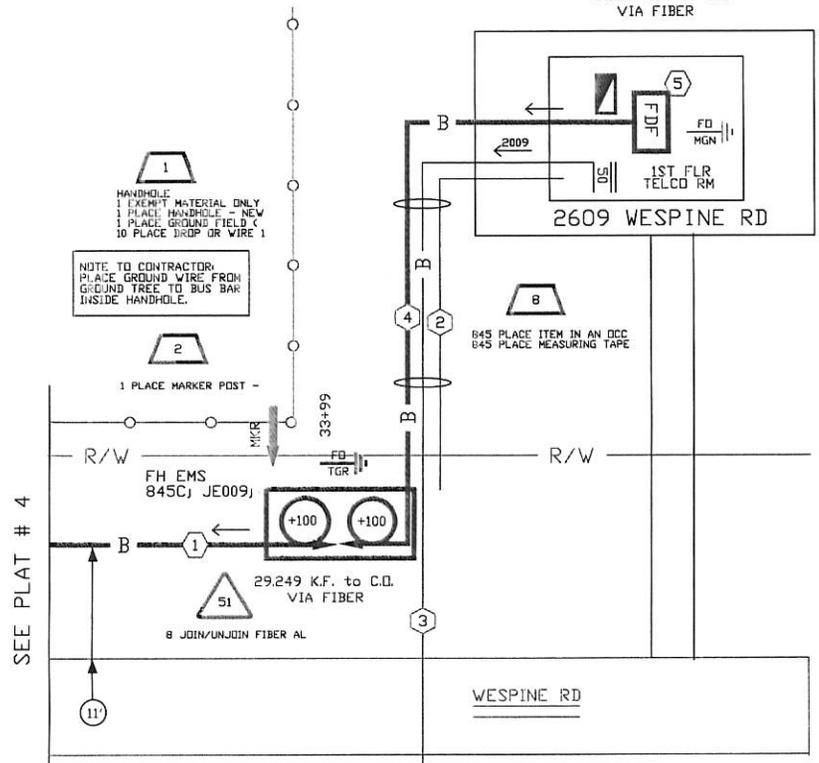
--Proprietary--
 Not for use or disclosure outside the AT&T companies except under written agreement.

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
3	MATL	SB02MT-024	B45C	JE009	950	0

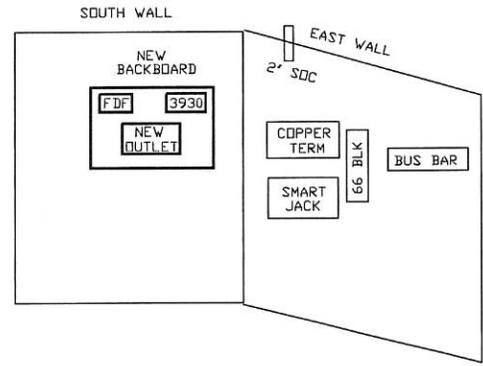
52
48 JOIN/UNJOIN FIBER AL
4 FIBER LND TO END TES

53
4 FIBER END TO END TES

30199 K.F. to C.D.
VIA FIBER



- CONTRACT INFO
RODNEY RIVERA
409-584-5630
- AT&T WILL PROVIDE
A BACKBOARD AND
POWER. USE EXISTING
CONDUIT AND GROUND.
- USE EXISTING MGN TO
GROUND FIBER. MGN
IS CONNECTED TO
BUILDING GROUND.
- 5 845M
1 ENTRANCE FACILITY CU
 - 6 477M
1 PLACE FIRE-RATED 3/4"
 - 7 477M
1 PLACE DEDICATED AC D
1 ELECTRICIAN - INCLD



1 HANDHOLE
1 EXEMPT MATERIAL ONLY
1 PLACE HANDHOLE - NEW
1 PLACE GROUND FIELD C
10 PLACE DROP OR WIRE 1

NOTE TO CONTRACTOR:
PLACE GROUND WIRE FROM
GROUND TREE TO BUS BAR
INSIDE HANDHOLE.

2 1 PLACE MARKER POST -

33,199

39,199

FD TGR 11

11

SEE PLAT # 4

1 29,249 K.F. to C.D.
VIA FIBER

51

8 JOIN/UNJOIN FIBER AL

- 1 PRINT 2
- 1 SB02MT-048
B45C, 0'
UV003, 45-48
3, 5-48
- 2 1 - 2'-SOC
- 3 ANMW-30
45M, 0', 2009
1401, 476-525
- 4 SB02MT-024
B45C, 950'
UV003, 45-48
A, 5-24
- 5 B45C, JE009
IFVNN#24
BUHVTK69
2609 WESPINE RD
UV003, 45-48
A, 5-24

--Proprietary--
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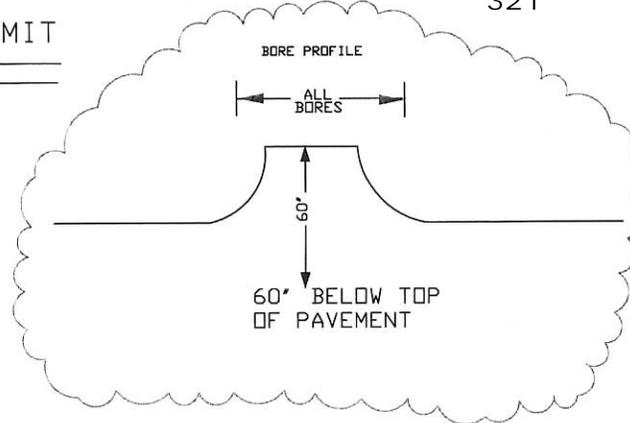
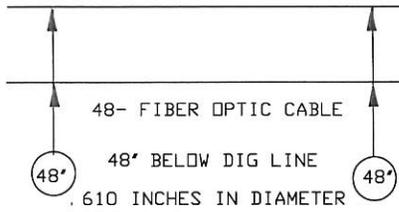
CONTRACTORS:
THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN
ON AN APPROXIMATE VERT SCALE AND HAVE NOT BEEN
INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE.
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FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE
CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
48 HOURS PRIOR TO COMMENCING
FOR NON-TELEPHONE UTILITIES LOCATES
CALL 1 800 545-6005

SPECIAL CIRCUITS	N	<p>NORTH ARROW</p>
G203 FORWARDED	N	
PERMIT REQUIRED	Y	
OPERATING RANGE OF JOB STEPS		
TASK	1	TO 53
MFCR 845C		
TRANSMISSION ZONE		
RZ 0	CZ 9	TAPER CODE 32502
CAUTION HIGH VOLTAGE		
KV 7.60	AERIAL Y	BURIED N
HIGHWAY PERMIT NO.		
Utility CO EGS1 - ENERGY GULF STATES, INC.		
REP NAME CHRIS HUTCHERSON		
REP TEL NO. (409) 785-2317		
POLE CONTACTS (+) 0 (-) 0		
Utility CO		
REP NAME		
REP TEL NO.		
POLE CONTACTS (+) 0 (-) 0		
PROJECT NO A003ZYC		
TOT.PRINTS 7	PRINT NO.5	
NPA/NNX: 409-866	PRT:409866	
EXCH. BEAU		
TAX DIST. JE009		
GEO LOC. WZ3866		
ENGR. DR	DRAWN DR	
TELEPHONE NO. (409) 839-6123		
REC. REF. 375-320-57		
MAP REF. 125-C7		
SCALE NONE		
ISSUE DATE		
PROJ TITLE 2609 WESPINE RD - FDR/A5E		
REV. NUMBER		
DATE REV.		

JEFFERSON COUNTY PERMIT

321

PROFILE
GROUND LINE



SPECIAL
CIRCUITS N
6203
FORWARDED N
PERMIT
REQUIRED Y



OPERATING RANGE OF JOB STEPS

TASK _____ TO _____

MFRC 945C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 325032

CAUTION HIGH VOLTAGE
KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

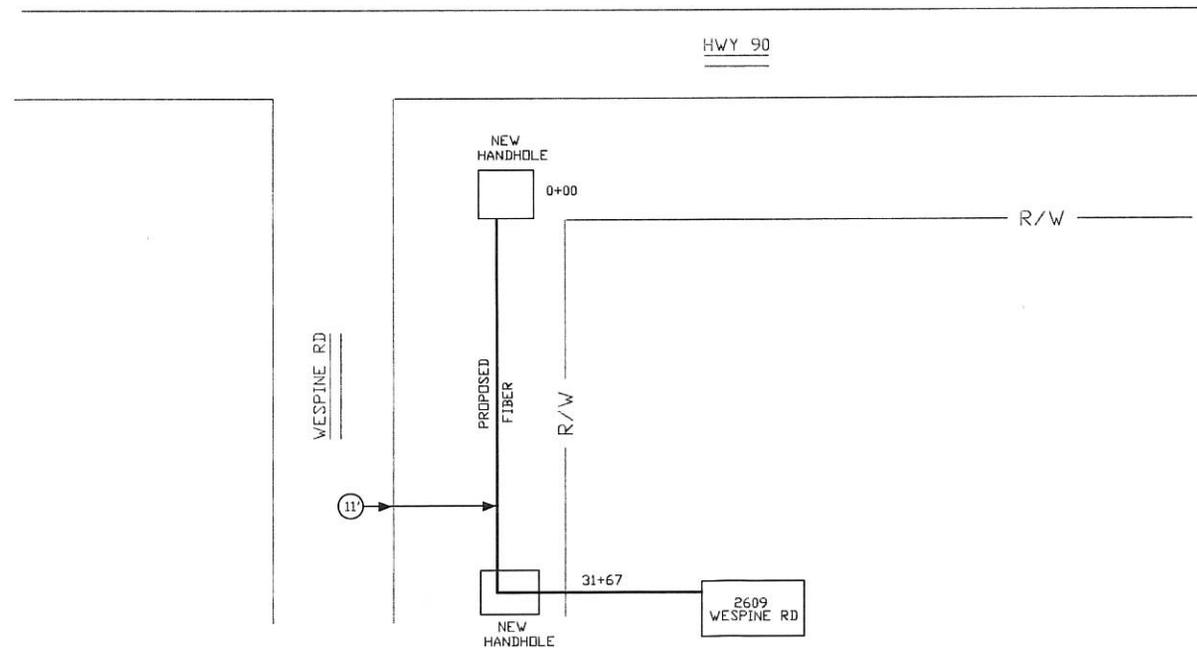
Utility CO EGS1 - ENTERGY GULF STATES, INC.
REP NAME CHRIS HUTCHERSON
REP TEL NO. (409) 785-2317
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0

PROJECT NO A003ZC

TOT. PRINTS 7 PRINT NO. 102
NPA/NNX: 409-866 PRT: 403866
EXCH. BEAU
TAX DIST. JE009
GEO LOC. WZ3866
ENGR. DR DRAWN DR
TELEPHONE NO. (409) 839-6123
REC. REF. 375-325-52-3
MAP REF. 125-C7
SCALE NONE
ISSUE DATE
PROJ TITLE 2609 WESTPINE RD - FBR/ASE
REV. NUMBER
DATE REV.



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STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

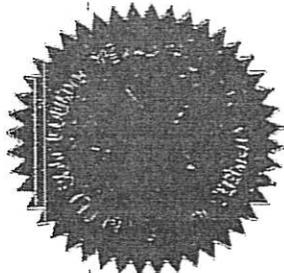
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

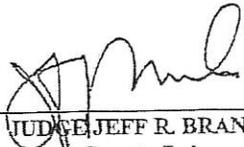
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013

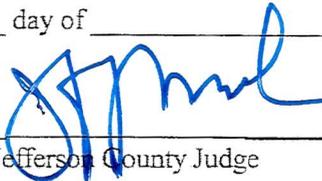




JUDGE JEFF R. BRANICK
County Judge

4. Company shall provide a surety bond in the sum of [\$ 277,500.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendent for Precinct No. 3 of Jefferson County, Texas before transporting any equipment on County [road name: Englin Road and County [2nd road name: N/A] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this _____ day of _____, _____



Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 9TH day of MARCH, 2015

Attest:



Jefferson County Clerk



Authorized Agent for _____

THE STATE OF TEXAS,

§
§
§

COUNTY OF JEFFERSON

I, Connie M. Deal a notary public, do hereby certify that on this 9th day of March, 2015, personally appeared before me Jeff Brannin, being by me first duly sworn, declared that he is the County Judge of Jefferson County and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 9th day of March 2015



Connie M. Deal

Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:
 Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)
 Foreman \$ 26.66 per hour x _____ hours = \$ _____

Equipment Operator \$ 22.72 per hour x _____ hours = \$ _____
 Truck Driver
 Other \$ 19.52 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).
 Truck \$ 32.00 per hour x _____ hours = \$ _____

Grader \$ 50.00 per hour x _____ hours = \$ _____
 Other \$ 70.00 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)
 Base mtl \$ 36.25 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 89.00 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ 43.00 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____

Numbers provided by Mark Redwine
 Jefferson County Precinct No. 3
 February 18, 2014

GOLDSTON OIL CORPORATION

February 23, 2014

Engineering Department
Jefferson County, Texas
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701

Attn: Mr. Ernest Clement

RE: Road Use Agreement
Englin Road (from Hwy 73 extending South for 1.5 miles)
Precinct No. 3



Dear Mr. Clement:

Attached please find a completed Road Use Agreement and original bond (No. 58S207186) in the amount of Two Hundred Seventy Seven Thousand Five Hundred Dollars and 00/100 (\$277,500.00) for use of 1.5 miles of Englin Road in Precinct No. 3 during drilling operations.

The subject length of Englin Road has been reviewed with Mr. Mark Redwine of Precinct No. 3. The costs on the final page of the Road Use Agreement were provided by Mr. Redwine. The bond amount of \$277,500.00 was calculated by using Mr. Redwine's cost of \$185,000.00 per mile to construct a new road multiplied by the usage length of 1.5 miles.

If you have any questions, please contact me at 713-355-3408.

Sincerely,

Greg Colburn
Production Manager

JGC/aer
Attachments

RECEIVED

FEB 23 2015

Goldston Oil Corporation
Production Department

Willis

Telephone: (713) 961-3800
Fax: (713) 961-0226
Website: www.willis.comDirect Line: (713) 625-1001
Direct Fax: (713) 961-0226
E-mail: Laura.sudduth@willis.com

VIA UPS

February 20, 2015

Ms. Denise Phillips
Goldston Oil Corporation
1919 St. James Place
Houston, Texas 77056RE: \$277,500 ROAD USE PERMIT BOND NO. 58S207186
OBLIGEE – JEFFERSON COUNTY

Dear Denise:

Please find enclosed an executed "Road Use Bond" as requested and issued based upon the information your office provided. We urge you to check all of the information enclosed, including the power of attorney, signatures, dates, amounts, description, and any other attachments for accuracy. Please verify that the bond form attached is the form required, and please be sure to execute the bond with the proper signatures and seal.

Our invoice for the premium will follow shortly from our National Accounting Center and our commission is \$832.50 for this bond.

Thank you for the opportunity to service your surety needs! Should you have any questions, please do not hesitate to contact any member of your Willis service team.

Sincerely,

WILLIS OF TEXAS, INC.

Laura E. Sudduth
Client Services Specialist
Construction - Surety

BOND NO. 58S207186

Know All Men By These Presents,

That we, Goldston Oil Corporation
of P.O. Box 570365, Houston, TX 77257 as Principal.
and Liberty Mutual Insurance Company a corporation organized under the laws of the State of
MA having its principal office in the City of Boston as Surety, are held and firmly
bound unto Jefferson County
in the sum of Two Hundred Seventy Seven Thousand Five Hundred Dollars and 00/100 Dollars (\$277,500.00) lawful money of the
United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Whereas, the above bounden Principal has been granted a
Road Use Permit for 1.5 miles of Englin Road in Precinct 3

Now, Therefore, the Condition of this Obligation is Such, that if the above Principal shall indemnify and save
harmless the Jefferson County against loss to
which the Jefferson County
may be subject by reason of said Principal's breach of any ordinance, rule or regulation relating to the above described
license or permit, then this obligation shall be null and void, otherwise to remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days notice in writing to:
Jefferson County
and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by
the said Jefferson County

No cause of action shall lie against the surety unless commenced within two years from the date the cause of action
accrues against the principal.

Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable
or paid, the surety's total limit of liability shall not be cumulative from year to year or period to period.

Signed, sealed and dated this 20th day of February, 2015.

Principal
Goldston Oil Corporation (Seal)

By Patti Frederiksen
Patti Frederiksen, Corporate Secretary

Surety
Liberty Mutual Insurance Company (Seal)

By Laura E. Sudduth
Laura E. Sudduth Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6860075

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia A. Peters; David A. Castillo; Jo Ann Parker; Judy M. Dold; Larry H. Senkel; Laura E. Sudduth; Mark H. Hilliard; Mary Ann Garcia

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of February, 2015.



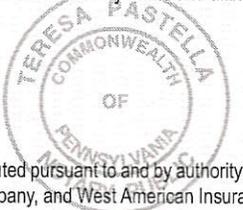
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of February, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of February, 20 15.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Important Notice

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT:

You may write to Liberty Mutual Surety at:

Liberty Mutual Surety
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-8284

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

Premium or Claim Disputes

Should you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Attach This Notice To Your Policy:

This notice is for information only and does not become a part or condition of the attached document.

CONTRACT RENEWAL FOR IFB 14-010/JW
TERM CONTRACT FOR ARMORED CAR SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Rochester Armored Car Co. for one (1) year, from April 21, 2014 to April 20, 2015 with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from April 20, 2015 to April 19, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS



Carolyn Guidry, County Clerk





Jeff R. Branick, County Judge

CONTRACTOR:
Rochester Armored Car Co.



(Name)

Regular, March 09, 2015

There being no further business to come before the Court at this time,
same is now here adjourned on this date, March 09, 2015