

*Notice of Meeting and Agenda and Minutes
June 08, 2015*

REGULAR, 6/8/2015 1:30:00 PM

BE IT REMEMBERED that on June 08, 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:

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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**
June 08, 2015

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **08th** day of **June 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:

11:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending litigation against the County.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

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PURCHASING:

1. Consider and approve specifications for (IFB 15-014/YS), Term Contract for Termite Treatment for Jefferson County.

SEE ATTACHMENTS ON PAGES 13 - 44

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

2. Consider and approve, execute, receive and file a renewal for (IFB 14-016/JW), Term Contract for Pest Control Service for Jefferson County with Aattaboy Termite & Pest Control for a first (1) one year renewal from June 29, 2015 to June 28, 2016.

SEE ATTACHMENTS ON PAGES 45 - 45

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

3. Consider and approve, execute, receive and file a contract amendment for (IFB 13-021/JW), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. This amendment will assign catalog pricing for janitorial supplies to SupplyWorks, as this vendor that has purchased JanPak.

SEE ATTACHMENTS ON PAGES 46 - 46

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

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4. Consider and approve, execute, receive and file Change Order No. 5 for (IFB 14-046/KJS), Cheek Community Sewer Improvements – Community Block Grant Program Cheek Phase IV with T. Johnson Industries for an increase of 16 contract working days, bringing the total contract working days up from 133 days to 149 days. This change order will not increase the total contract amount.

SEE ATTACHMENTS ON PAGES 47 - 49

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

5. Consider and approve Change Order No. 6 for (IFB 14-046/KJS), Cheek Community Sewer Improvements – Community Block Grant Program Cheek Phase IV with T. Johnson Industries, Inc. for a decrease in the amount of \$4,206.25 for a decrease of one (1) short side sanitary sewer low pressure service line from force main including valve box, tap, fittings, and valves; and 64.7454 tons of “610” rock for driveways, bringing the contract total down from \$129,044.00 to \$124,837.75. This change order will not change the number of contract working days for this project.

SEE ATTACHMENTS ON PAGES 50 - 52

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

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6. Consider and approve Change Order No. 1 for (IFB 14-055/JW), Re-bid Cheek Community Sewer Improvements GRINDER PUMPS Installation – Cheek Phase IV with T. Johnson Industries for an increase in the amount of \$10,687.25 for an addition of (2) grinder pump stations (pump, fiberglass tank, controls, housing) and electrical installation; the abandonment of three (3) existing septic tanks; addition of 655 linear feet of sanitary sewer service line; and the installation of 50 linear feet of 4" PVC for additional lines, bringing the total contract total from \$73,475.00 up to \$84,162.25. This change order will not change the number of contract working days for this project.

SEE ATTACHMENTS ON PAGES 53 - 55

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

7. Consider and approve budget transfer – District Clerk – replacement of chairs and purchase of cubicles for Family Law Archive workstations.

120-2031-414-3084	MINOR EQUIPMENT	\$8,570.00	
120-2031-414-6022	FURNITURE & FIXTURES	\$16,380.00	
120-2031-414-1002	ASSISTANTS & CLERKS		\$24,950.00

SEE ATTACHMENTS ON PAGES 56 - 64

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

8. Consider and approve budget transfer – District Clerk – purchase of virtual web servers and software for I-Jury system implementation.

120-2031-414-6002	COMPUTER EQUIPMENT	\$8,472.00	
120-2031-414-2002	EMPLOYEES' RETIREMENT		\$8,472.00

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SEE ATTACHMENTS ON PAGES 65 - 65

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

9. Consider and approve budget transfer – Road & Bridge Pct. 4 – replacement of computer and truck.

114-0409-431-6002	COMPUTER EQUIPMENT	\$1,425.00	
114-0409-431-6042	TRUCKS & TRAILERS	\$43,405.00	
114-0402-431-1028	LABORERS		\$44,830.00

SEE ATTACHMENTS ON PAGES 66 - 66

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

10. Consider and approve budget transfer – County Clerk – additional cost.

120-1014-414-5077	CONTRACTUAL SERVICE	\$4,100.00	
120-1014-414-1005	EXTRA HELP		\$4,100.00

SEE ATTACHMENTS ON PAGES 67 - 68

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

11. Consider and approve acceptance of donation of services valued in the amount of \$5,575 from Sweet Southern Sound to be used at Ford Park for the South Texas County Judges and Commissioners conference.

SEE ATTACHMENTS ON PAGES 69 - 72

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

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12. Receive and file Financial & Operating Statements for the Month
 Ending April 30, 2015.

SEE ATTACHMENTS ON PAGES 73 - 87

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

13. Regular County Bills – check #408115 through check #408395.

SEE ATTACHMENTS ON PAGES 88 - 96

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

ADDENDUMS

14. Consider and approve budget amendment – County Court at Law III – transfer of one shared Court Coordinator position

120-2053-412-1002	ASSISTANTS & CLERKS	\$17,658.00	
120-2053-412-1094	LONGEVITY PAY	\$285.00	
120-2053-412-2001	F.I.C.A. EXPENSE	\$1,376.00	
120-2053-412-2002	EMPLOYEES' RETIREMENT	\$3,183.00	
120-2053-412-2003	EMPLOYEES' INSURANCE	\$2,100.00	
120-2052-412-1002	ASSISTANTS & CLERKS		\$17,658.00
120-2052-412-1094	LONGEVITY PAY		\$285.00
120-2052-412-2001	F.I.C.A. EXPENSE		\$1,376.00
120-2052-412-2002	EMPLOYEES' RETIREMENT		\$3,183.00
120-2052-412-2003	EMPLOYEES' INSURANCE		\$2,100.00

SEE ATTACHMENTS ON PAGES 97 - 97

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

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COUNTY COMMISSIONERS:

15. Receive and file executed Amendment to TEA-21 Congressional High Priority Projects Program between Jefferson County, Texas and the Texas Department of Transportation for the improvement of SH 87 from SH 124 from the Bolivar Peninsula and to East Sabine Pass, Texas.

SEE ATTACHMENTS ON PAGES 98 - 100

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

16. Consider, possibly approve and authorize the County Judge to execute, receive and file a Master Agreement and AT&T Switched Ethernet Service Pricing Schedule between Jefferson County and AT&T Corp and AT&T ILEC Service, respectively, to update MIS Eherent bandwidth.

SEE ATTACHMENTS ON PAGES 101 - 114

Action: TABLED

17. Consider and possibly approve a Proclamation for Men's Health Month.

SEE ATTACHMENTS ON PAGES 115 - 116

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

18. Consider and possibly approve a Resolution for Jim Sutherlin.

SEE ATTACHMENTS ON PAGES 117 - 117

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

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19. Receive a presentation from Mr. Gregory Green, Regional Biologist, of Ducks Unlimited, Inc. regarding Ducks Unlimited receiving the Assistance Award for securing the North American Wetlands Conservation Act (NAWCA) grant funding for the Jefferson County wetlands project proposal.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

20. Receive a presentation and possibly approve and receive a gift from Keith Seiser, USN Retired, Commander of the Golden Triangle Chapter of the United States Veterans in the amount of \$8,000.00 to be used at the Golden Triangle Veterans Memorial Park to purchase an engraved memorial stone to be displayed with the torpedo exhibit, pursuant to Local Government Code Sec. 81.032.

SEE ATTACHMENTS ON PAGES 118 - 120

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

21. Consider and possibly approve a Resolution adopting the 2015 Fair Housing Activity Statement for Jefferson County.

SEE ATTACHMENTS ON PAGES 121 - 142

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

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22. Consider, possibly approve and authorize the County Judge to execute receive and file a Quit Claim Deed from Jefferson County, Texas back to the Catholic Diocese of Galveston-Houston to return a road easement which was originally deeded to Jefferson County, Texas on July 25, 1946.

SEE ATTACHMENTS ON PAGES 143 - 147

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

23. Receive and file executed tax abatement between Jefferson County, Texas and Golden Pass Products, LLC for Train 1 of the expansion project pursuant to Section 312.401, Texas Tax Code.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

24. Consider authorizing the County Judge to execute an agreement authorizing HEB to issue motor vehicle license registration stickers.

SEE ATTACHMENTS ON PAGES 148 - 153

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

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DISTRICT CLERK:

25. Consider, possibly approve, authorize the County to execute and receive and file a Software License Agreement between Jefferson County, Texas and Travis County, Texas for use of the I-Jury Program computer software for development of an electronic jury management program.

SEE ATTACHMENTS ON PAGES 154 - 161

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

ENGINEERING:

26. Consider and possibly approve the plat of Owl's Nest Acres, 5.79 acres off Turner Road in Precinct No. 1. This is a replat of Tract 1 out of Turner Road Acres and a 2.31 acre tract out of the James Gerish Survey. The plat has been approved by the City of China and meets Engineering Department requirements.

SEE ATTACHMENTS ON PAGES 162 - 163

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

27. Consider and possibly approve acceptance of Diamond D Drive (451.27') and Michelle Lane (2203.13') of Phase 2 of the Doguet's Diamond D Ranch, as recorded in film code 2013025950 of the Map Records of Jefferson County, into the County Road System. These two roads are located in Precinct No. 1.

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

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HUMAN RESOURCES:

28. Consider and possibly approve an ADA reasonable accommodation for Annie Roy, a Correctional Officer with the Jefferson County Correctional Facility, to utilize intermittently the balance of her previous extended leave without pay approved on February 2, 2015. This approval will bridge her to retirement for June, 2015.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

29. Consider, possibly approve, and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, the City of Beaumont and the City of Port Arthur itemizing asset sharing of assets received from the 2015 Byrne Justice Assistance Grant (JAG) Program Award.

SEE ATTACHMENTS ON PAGES 164 - 166

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

June 8, 2015

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 15-014/YS, Term Contract for Termite Treatment for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Termite Treatment for Jefferson County

BID NO: IFB 15-014/YS

DUE DATE/TIME: 11:00 AM CST, June 30, 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 Yea-Mei Sauer, Contract Specialist, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

A handwritten signature of Deborah L. Clark.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – June 10, 2015 and June 17, 2015

IFB 15-014-YS
Term Contract for Termite Treatment
Bids due: 11:00 AM CST, June 30, 2015

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with

Bid Description

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

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

2. Courthouse Security

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 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

6. Rejection or Withdrawal

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

7. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

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

12. Changes and Addenda to Bid Documents

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

13. Specifications

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

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

21. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

- 1.1 **Bids.** All bids must be submitted on the bid form furnished in this package.
- 1.2 **Authorized Signatures.** The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.
- 1.3 **Late Bids.** Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.
- 1.4 **Withdrawal of Bids Prior to Bid Opening.** A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.
- 1.5 **Withdrawal of Bids after Bid Opening.** Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.6 **Bid Amounts.** Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.
- 1.7 **Exceptions and/or Substitutions.** All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.
- 1.8 **Alternates.** The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.9 **Descriptions.** Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.
- 1.10 **Bid Alterations.** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.11 **Tax Exempt Status.** Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.12 **Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.13 **Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Vendor Registration: SAM (System for Award Management). Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

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

2. Performance

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

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

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips.

The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

2. Multiple Vendor Award

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

3. Delivery

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

4. Payment

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

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

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

5. Usage Reports

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

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

- 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 15-014/YS.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for termite treatment for Jefferson County buildings. **Treatment is desired for Native Eastern Termites and Formosan termites.** Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.

The contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment for termite control for all areas and building specified herein including, but not limited to, rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basement, attics, and laboratories.

Description

The contractor shall furnish and deliver termite treatment services for various facilities through Jefferson County. All areas in each facility, regardless of occupying tenants, shall receive termite treatment services in compliance with the administrative provisions of the Texas Structural Pest Control Act (TSPCA). Chemicals and poisons shall be utilized with care in the following manner:

1. Prices shall be quoted on a per linear foot basis for the initial treatment.
2. After initial treatment, annual inspects are required on treated buildings during the warranty period.
3. The general scope of work required shall include, but not be limited to, the initial inspection of accessible areas of each structure, and preparation and submission of a termite treatment plan for each structure containing active termite colonies and/or damages.
4. Subterranean termite treatment and control as required herein shall consist of chemically treating the soil and base of the structure in a manner that prevents any termites existing within the structure.
5. The proposed termite treatment plan submitted by the contractor shall reflect any conditions which, if not corrected by the County, will adversely impact treatment of any of the included structures. The plan will also reflect any existing damages to the structures.
6. Each treated building and/or related structure shall be guaranteed for a period of one (1) year after initial treatment with industry standard warranty. Warranty for up to an additional four (4) years may be offered by the contractor.
7. Selected contractor shall have an organization predominantly and regularly engaged in the performance of the majority of work presented in this IFB.
8. All work performed and material used shall meet the minimum requirements of all applicable Federal and State regulations and local ordinances.

9. Chemicals and/or poisons shall be handled and transported in strict accordance with product manufacturer, or as specified herein. Receptacles will not be placed in an area readily accessible to the public.
10. Chemicals and/or baits to be used shall be specifically designed for use in termite control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **Material Safety Data Sheets for each chemical used on the property must be furnished to the contact person.** Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract.
11. The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the termite control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. **A statement of the methods to be used shall accompany the bid.**
12. **Extreme caution** must be taken by the contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and termite control services. The contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.
13. Structural Modification. Any modification of any structure covered by the Agreement shall be coordinated with Linda McMahan, 409-836-8701, Jefferson County Historical Commission. The Jefferson County Courthouse is a historical structure; therefore, termite treatment should not permanently alter the site. Bait boxes or similar containers should be attached with small nails on baseboards and moldings.

Square footage, as noted on the Bid Form, is estimated only. Bidder is responsible for verification of all areas described. As necessary, contractor may view area to be treated by arranging with contact person.

Service shall be performed according to the terms on the Bid Form (page 18) and will be coordinated with the individual contact person for each facility. **Contractor must provide to the Jefferson County contact person a treatment schedule that will be followed on a regular basis.** The Jefferson County contact person must approve any changes to the treatment schedule. The contractor's service representative will report to each location's contact person prior to performing any work. **Contractor shall provide and post in each facility a notice of termite treatment as required by TSPCA.** The contact person(s) will notify the service representative of any infestation problems. If contractor is not able to complete a treatment as scheduled, a twenty-four (24) hour notice must be given to the Jefferson County contact person. Documentation of work performed must be signed by a Jefferson County employee or representative at the time service is performed.

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:

Company Name

For clarification of this offer, contact:

Address

Name _____

Phone _____ Fax _____

Signature of Person Authorized to Sign

E-mail

Printed Name

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Contract No. 15-014/YS Term Contract for Termite Treatment for Jefferson County, Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 15-014/YS, Term Contract for Termite Treatment for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

BID FORM

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

Item	Service Location	Square Footage	Price
1	Jefferson County Courthouse – Historic Portion 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	114,490	\$
2	Jefferson County Courthouse – New Portion 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	230,141	\$
3	Jefferson County Annex I – Beaumont 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511	31,784	\$
4	Jefferson County Annex II – Beaumont 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	17,197	\$
5	Jefferson County Annex IV – Beaumont 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511	20,000	\$
6	Jefferson County Subcourthouse – Port Arthur 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	15,394	\$
7	Jefferson County Annex I – Port Arthur 900 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	5,427	\$
8	Jefferson County Annex III – (Health & Welfare) – Port Arthur 246 Dallas Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	11,350	\$

(BID FORM CONTINUED ON NEXT PAGE)

BIDDER MUST RETURN THIS PAGE WITH OFFER

BID FORM (CONTINUED)

Item	Service Location	Square Footage	Price
9	Jefferson County Hamshire Building 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173	2,858	\$
10	Minnie Rogers Juvenile Justice Center – Beaumont 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	\$
11	Mid County Tax Office 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173	2,100	\$
12	Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	14,400	\$
13	Southeast Texas Regional Airport Main Terminal 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	\$

Additional Warranty:

14	Additional Warranty (Cost per Year)	\$
	Terms:	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

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 Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. 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. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> <p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

Page 2

For vendor or other person doing business with local government entity

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship:

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

7.

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
 Street _____ City _____ State _____ Zip _____

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet
(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

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.

**CONTRACT RENEWAL FOR (IFB 14-016/JW)
TERM CONTRACT FOR PEST CONTROL SERVICE
FOR JEFFERSON COUNTY**

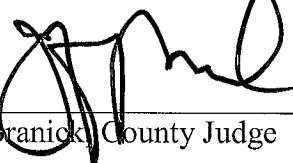
The County entered into a contract with Aattaboy Termite & Pest Control for one (1) year, from June 30, 2014 to June 29, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for the first additional one (1) year renewal from June 29, 2015 to June 28, 2016.

ATTEST:

Carolyn L. Guidry, County Clerk
Carolyn L. Guidry, County Clerk

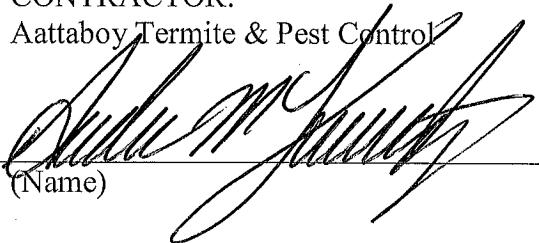
JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:

Aattaboy Termite & Pest Control


(Name)

ATTEST:
By J. Guidry - Chief Deputy
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

46

J. Branick
Jeff Branick, County Judge

March 18, 2015



SupplyWorks
Formerly **JANPAK**

March 18, 2015

Dear Valued Customer,

We wanted to announce an exciting new chapter in our company's history that will enable us to better serve you now and in the years ahead.

Today we are unifying five brands – AmSan, CleanSource, JanPak, Trayco and Sexauer – and launching **SupplyWorks**, a new brand focused on serving our institutional and commercial customers nationwide.

The SupplyWorks brand name reflects our core business and punctuates the path we have been pursuing: to provide you with great products and smart solutions that advance the performance of your facility.

For example, now you will be able to receive everything you need for your facility from a single brand. We accomplish this through fast, nationwide delivery and an array of name brand and exclusive brand plumbing, electrical, HVAC, janitorial, safety, lighting and food service products, just to name a few.

The SupplyWorks brand also allows us to offer customized inventory management and supply chain solutions, and our full suite of digital, e-commerce and reporting capabilities seamlessly across the country. Finally, our new mobile websites are launching today to make it easier to order and manage your account on the go.

While the SupplyWorks brand is new, you will still receive the same level of service from the same dedicated team of professionals you know and trust. Please know that the terms and conditions of your business will still stay the same, along with your account number, web username and password.

Please see the attached Q&A document, which provides more information about our new brand.

We hope you'll agree that the SupplyWorks promise of offering you fast, nationwide delivery of all the maintenance products you need, complemented with problem-solving expertise and smart solutions tailored to meet your objectives, will allow you to achieve your facility maintenance goals.

Please don't hesitate to contact your sales professional or our customer care experts with any questions you might have about our exciting transition to SupplyWorks. Thank you for your continued support and loyalty.

Best regards,

Michael Grebe
Chairman and CEO

Kenneth Sweder
President and COO

A505

**Texas Department of Agriculture
Construction Contract Change Order**

Owner: Jefferson County 149 Pearl Street Beaumont, Texas 77701		Contract For: Force Main Improvements Cheek Community Phase IV IFB 14-046/KJS		Region: SETRPC TxCDBG Contract No: 713250		
Phone No.: 409-835-8593 3/26/15		Project Location: Cheek Area Community, Jefferson County, Texas		Change Order: No. 5		
Contractor: T. Johnson Industries, Inc. P.O.Box 8009 Lumberton, Texas 77657		Engineer: ActionCivil Engineers, PLLC 3727 Doctors Drive Port Arthur, Texas 77642				
Phone No.: 409-246-2440		Phone No.: 409-983-6263				
Owner is requesting TDA review to determine eligibility of change order expenses.						
Changes to Existing Line Items (items from original bid or added in previous change order only)						
Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
	Rain Days					
New Items Requested (Items without a unit price in the original bid) Provide Explanation (attach separate documentation if necessary):						
Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
TOTAL						

Change in Contract Price	Change in Contract Time (Calendar Days)		
Original Contract Price: \$ 139,314.00	Original Contract Time: 120 days		
Previous Change Order(s): No. 1 to No. 4 \$ -	Net Change From Previous Change Orders: 13 days		
Contract Price Prior to this Change Order: \$ 139,314.00	Contract Time Prior to this Change Order: 133 days		
Net Increase/Decrease of this Change Order: (\$10,270.00)	Net Increase/Decrease of this Change Order: 16 days		
Contract Price With all Approved Change Orders: \$ 129,044.00	Contract Time With all Change Orders: 149 days		
Cumulative Percent Change in Contract Price (+/-): 0.00% -7.37%			
Construction Contract Start Date: (mm/dd/yy) 12/1/2014	Construction Contract End Date: (mm/dd/yy) 4/29/2015		
<p>Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved. * Reimbursement of costs submitted in this change order are subject to approval by the Department. See TxCDBG Project Implementation Manual Section 5.2.5.</p>			
Region: SETRPC	TxCDBG Contract No: 713250		
Grant Recipient: Jefferson County	Change Order No. 5		
JUSTIFICATION FOR CHANGE	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement ? If yes, please attach Performance Statement modification request.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction ? If "Yes", Is an Environmental Re-assessment required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearance still valid ? (if no, specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

APPROVED: by Grant Recipient (Required)			
Signature: <u>Jeff P. Branick</u>		Title: County Judge Date: <u>June 8, 2015</u>	
RECOMMENDED: BY: <u>Mario Kelly</u> ENGINEER Date: <u>3-26-15</u>	ACCEPTED: BY: <u>Steve Larrain</u> CONTRACTOR Date: <u>3-26-15</u>		
To receive an email copy of the TDA response, provide information below:			
		Name	Email address
Grant Recipient	Mario Watkins		mwatkins@co.jefferson.tx.us
Admin Consultant	Vivian L. Ballou		vballou@carlgriffith.com
Engineering Consultant	Will Larrain, P.E.		vlarrain@dpeengineersinc.com
For office use only: Eligible Change Order			
Net Increase/Decrease of this Change Order Requested	\$ -	Net Increase/Decrease of this Change Order Requested	days
Net Increase/Decrease of this Change Order Requested	\$ -	Net Increase/Decrease of this Change Order Requested	days
Contract Price With all Approved Change Orders	\$ -	Contract Price With all Approved Change Orders	days
Notes:			
Regional Coordinator		Date	
Manager		Date	

ATTEST
DATE 6/8/15



**Texas Department of Agriculture
Construction Contract Change Order**

Owner: Jefferson County 149 Pearl Street Beaumont, Texas 77701	Contract For: Force Main Improvements Cheek Community Phase IV JFB 14-046/KJS	Region: SETRPC TxCDBG Contract No: 713250
Phone No.: 409-835-8593 5/21/15	Project Location: Cheek Area Community, Jefferson County, Texas	Change Order: No. 6 & Final

Contractor: T. Johnson Industries, Inc. P.O.Box 8009 Lumberton, Texas 77657	Engineer: ActionCivil Engineers, PLLC 3727 Doctors Drive Port Arthur, Texas 77642
Phone No.: 409-246-2440	Phone No.: 409-983-6263

Owner is requesting TDA review to determine eligibility of change order expenses.

Changes to Existing Line Items (Items from original bid or added in previous change order only)

Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
14	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP, 1-1/4" SDR-11 HDPE, FITTINGS AND VALVES COMPLETE IN PLACE (SEE DETAILS, SHEET 15 OF 17)	9.00	E.A.	\$710.00	1.00	-\$710.00
15	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	120.00	TON	\$54.00	64.7454	-\$3,496.25
	TOTAL					-\$4,206.25

New Items Requested (Items without a unit price in the original bid)

Provide Explanation (attach separate documentation if necessary):

Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
	TOTAL					

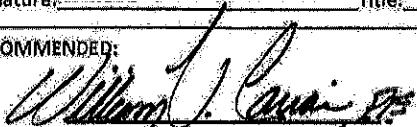
<u>Change In Contract Price</u>	<u>Change In Contract Time (Calendar Days)</u>		
Original Contract Price:	Original Contract Time: 120 days		
\$ 139,314.00			
Previous Change Order(s): No. 1 to No. 5	Net Change From Previous Change Orders: 29 days		
\$ (10,270.00)			
Contract Price Prior to this Change Order: \$ 129,044.00	Contract Time Prior to this Change Order: 149 days		
Net Increase/Decrease of this Change Order: (4,206.25)	Net Increase/Decrease of this Change Order: 0 days		
Contract Price With all Approved Change Orders: \$ 124,837.75	Contract Time With all Change Orders: 149 days		
Cumulative Percent Change in Contract Price (+/-): 0.00% -3.02%			
Construction Contract Start Date: (mm/dd/yy) 12/1/2014	Construction Contract End Date: (mm/dd/yy) 4/29/2015		

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

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

See TxCDBG Project Implementation Manual Section 5.2.5.

Region: SETRPC	TxCDBG Contract No: 713250		
Grant Recipient: Jefferson County	Change Order No. 6 & Final		
JUSTIFICATION FOR CHANGE		Increase	Decrease
1. Effect of this change on scope of work:		<input type="checkbox"/>	<input type="checkbox"/>
2. Effect on operation and maintenance costs:		<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement ? If yes, please attach Performance Statement modification request.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction ? If "Yes", is an Environmental Re-assessment required?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearance still valid ? (if no, specify)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?		<input type="checkbox"/>	<input type="checkbox"/>
		<input checked="" type="checkbox"/>	

APPROVED: by Grant Recipient (Required)			
Signature: _____ Title: _____ Date: _____			
RECOMMENDED:  BY: _____ ENGINEER Date: <u>5/21/15</u>	ACCEPTED: BY: _____ CONTRACTOR Date: _____		
To receive an email copy of the TDA response, provide information below:			
	Name	Email address	
Grant Recipient	Mario Watkins	mwatkins@co.jefferson.tx.us	
Admin Consultant	Vlyian L. Ballou	vballou@carlgriffith.com	
Engineering Consultant	Will Larrain, P.E.	wlarrain@dpengineersinc.com	
For office use only:			
Eligible Change Order			
Net Increase/Decrease of this Change Order Requested	\$	Net Increase/Decrease of this Change Order Requested	days
Net Increase/Decrease of this Change Order Requested	\$	Net Increase/Decrease of this Change Order Requested	days
Contract Price With all Approved Change Orders	\$	Contract Price With all Approved Change Orders	days
Notes:			
Regional Coordinator	Date		
Manager	Date		

**Texas Department of Agriculture
Construction Contract Change Order**

TOTAL
Construction Contract Change Order Request Form
CDBG Disaster Recovery Program

<u>Change in Contract Price</u>	<u>Change in Contract Time (Calendar Days)</u>		
Original Contract Price:	Original Contract Time:		
\$ 73,475.00	90 days		
Previous Change Order(s): No. 1 to No. 5	Net Change From Previous Change Orders:		
\$ -	0 days		
Contract Price Prior to this Change Order:	Contract Time Prior to this Change Order:		
\$ 73,475.00	90 days		
Net Increase/Decrease of this Change Order:	Net Increase/Decrease of this Change Order:		
10,687.25	0 days		
Contract Price With all Approved Change Orders:	Contract Time With all Change Orders:		
\$ 84,162.25	90 days		
Cumulative Percent Change in Contract Price (+/-): 0.00% 14.55%			
Construction Contract Start Date: (mm/dd/yy) 3/30/2015	Construction Contract End Date: (mm/dd/yy) 6/28/2015		

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

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

See TxCDBG Project Implementation Manual Section 5.2.5.

Region: SETRPC	TxCDBG Contract No: 713250		
Grant Recipient: Jefferson County	Change Order No. 6 & Final		
JUSTIFICATION FOR CHANGE	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement ? If yes, please attach Performance Statement modification request.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If "Yes", is an Environmental Re-assessment required?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearance still valid ? (if no, specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

APPROVED: by Grant Recipient (Required)			
Signature: _____		Title: _____	Date: _____
RECOMMENDED:  BY: _____ ENGINEER Date: <u>5-21-15</u>		ACCEPTED: BY: _____ CONTRACTOR Date: _____	
To receive an email copy of the TDA response, provide information below:			
Name		Email address	
Grant Recipient	Mario Watkins		mwatkins@co.jefferson.tx.us
Admin Consultant	Vivian L. Ballou		vballou@carlgriffith.com
Engineering Consultant	Will Larrah, P.E.		willarrah@dpengineersinc.com
For Office Use Only			
Eligible Change Order			
Net Increase/Decrease of this Change Order Requested	Net Increase/Decrease of this Change Order Requested		day
Net Increase/Decrease of this Change Order Requested	Net Increase/Decrease of this Change Order Requested		day
Contract Price With/Without Approved Change Orders	Contract Price With/Without Approved Change Orders		day
Notes			
Regional Coordinator		Date	
Manager		Date	

**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 \$8,569.20 from account 120-2031-414-1002 to account 120-2031-414-30-84 to cover expense for replacement of broken chairs. I am requesting to transfer \$16,379.75 from account 120-2031-414-1002 to account 120-2031-414-60-22 to cover expense for Family Law Archive Workstations.

Respectfully,

Jamie Smith
Jefferson County District Clerk

OFFICE DEPOT

**JEFFERSON COUNTY
MR. JAMIE SMITH**

**CHERYL WALLIS
6226 WEST BY NORTHWEST
BLVD
HOUSTON, TX 77040
832 428 6771
cheryl.wallis@officedepot.com**

5/28/2015

**FURNITURE QUOTE
FAMILY LAW
5 STATIONS
MISC
SEATING
AS PER DRAWINGS**

**PLEASE SIGN THIS
FOR APPROVAL TO
PROCEED**

DELIVERY ONLY

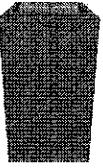
Line	Qty	Mfg	Product	Description
1	5	HON	H5220	Dual Monitor Arm-Effortless Adj
2	4	HON	HH871130	Electrical Pass-Thru Cable 30W 3-1 & 2-2 Systems
3	2	HON	HH871230	Electrical Power Harness 30W 3-1 & 2-2 Systems

Line	Qty	Mfg	Product	Description
4	2	HON	HH871236	Electrical Power Harness 36W 3-1 & 2-2 Systems
5	2	HON	HH871912	Ceiling In-Feed Cable 144" long
6	4	HON	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems
7	4	HON	HH871502	Skipped Option Select Paint Color ... Duplex Receptacle Circuit 2 3-1 & 2-2 Systems
8	4	HON	HH871503	Skipped Option Select Paint Color ... Duplex Receptacle Circuit 3 3-1 System Only
				Skipped Option Select Paint Color ...

Line	Qty	Mfg	Product	Description		
9	4	HON	HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems		
				Skipped Option	Select Paint Color	...
10	5	HON	HCTL182	18D Cantilever One Pair		
				PAINT: Select Core Paint	Select Paint Color	\$(CORE)
				Skipped Option	Select Core Paint	...
11	2	HON	HEC35PL	L Connector 35H		
				PAINT: Select Core Paint	Select Paint Color	\$(CORE)
				Skipped Option	Select Core Paint	...
12	4	HON	HEC35PT	T Connector 35H		
				PAINT: Select Core Paint	Select Paint Color	\$(CORE)
				Skipped Option	Select Core Paint	...

Line	Qty	Mfg	Product	Description		
13	2	HON	HECPP	Power pole w/o receptacles 6' 6"H 2" x 2"		
				PAINT: Select Core Paint	Select Paint Color	\$(CORE)
				Skipped Option	Select Core Paint	...
14	10	HON	HEFEC35P	Panel Finished End Covers 35H		
				PAINT: Select Core Paint	Select Paint Color	\$(CORE)
				Skipped Option	Select Core Paint	...
15	10	HON	HWSB2	Worksurface Bracket Kit		
				PAINT: Select Core Paint	Select Paint Color	\$(CORE)
				Skipped Option	Select Core Paint	...
16	8	HON	HSCKTPS	Straight Connector Kit		
				PAINT: Select Core Paint	Select Paint Color	\$(CORE)
				Skipped Option	Select Core Paint	...

Line	Qty	Mfg	Product	Description		
17	2	HON	HEFG0766	Frameless Glass 7H x 66W		
				Select Core Paint	Select Paint Color	\$(CORE)
				Skipped Option	Select Core Paint	...
				Glass: Clear	Select Glass	.Q
18	13	HON	HENTP3530F	Accelerate Non-Tackable Panel 35H x 30W		
				Fabric Grade III	Fabric Selection	\$(3)
				Skipped Option	SELECT GRADE 3 FABR	...
				PAINT: Select Core Paint	Select Paint Color	\$(CORE)
				Skipped Option	Select Core Paint	...
19	3	HON	HENTP3536F	Accelerate Non-Tackable Panel 35H x 36W		
				Fabric Grade III	Fabric Selection	\$(3)
				Skipped Option	SELECT GRADE 3 FABR	...
				PAINT: Select Core Paint	Select Paint Color	\$(CORE)
				Skipped Option	Select Core Paint	...
20	5	HON	HENTP3542F	Accelerate Non-Tackable Panel 35H x 42W		
				Fabric Grade III	Fabric Selection	\$(3)

Line	Qty	Mfg	Product	Description
			Skipped Option	SELECT GRADE 3 FABR ...
			PAINT: Select Core Paint	Select Paint Color \$(CORE)
			Skipped Option	Select Core Paint ...
21	5	HON	HLSL2028F	20"D x 28" File/File Pedestal Support
				
			Skipped Option	Select Chassis Laminati ...
			Skipped Option	Select Drwr Front Lam ...
			Skipped Option	Select Pull Color ...
22	5	HON	HLSL2428B	24"D x 28" Box/Box/File Pedestal Support
				
			Skipped Option	Select Chassis Laminati ...
			Skipped Option	Select Drwr Front Lam ...
			Skipped Option	Select Pull Color ...
23	5	HON	HLSLR3066	30"D x 66" W Rectangle Worksurface
				
			Skipped Option	Select Laminate Finish ...
			Grommets	Select Grommet .G
			Skipped Option	Select Grommet Clr ...
24	5	HON	HLSLR2042	20"D x 42" W Rectangle Worksurface
				

Line	Qty	Mfg	Product	Description
			Skipped Option	Select Laminate Finish ...
			Grommets	Select Grommet .G
			Skipped Option	Select Grommet Clr ...
25	1			INSTALLATION

26	19	HON	H5220	Dual Monitor Arm-Effortless Adj
----	----	-----	-------	--

08				
27	24	HON	HIWM3	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld



Arm: Height and Width Adj	Select Arm Type	.A
CASTER: Hard	Select Caster Option	.H
Back: Mesh Back	Select Back	.M
GRADE: III UPHOLSTERY	Select Upholstery	\$(3)
Skipped Option	Upholstery Selection	...
FRAME: Black	Select Frame Color	.T
Base: Standard Black	Select Base	.SB

GRAND TOTAL \$ 24,948.95

PLEASE NOTE: MOST ORDERS OVER 20K MAY REQUIRE A DEPOSIT

Family Law & all chairs

\\USCHFS2\udsC\$\Cheryl-Wallis\My
Documents\JEFFERSON\jefferson new project for iamie\iamie for

DEPOSIT (IF REQUIRED) \$ _____

Line	Qty	Mfg	Product	Description

**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 \$8472.00 from account 120-2031-414-2002 to account 120-2031-414-6002 to cover I-Jury System implementation for Jefferson County. The cost are for the following Microsoft Server 2012 \$1,142.00, Microsoft SQL Server 2012 Standard \$4,630.00, and Microsoft Server External Connector License \$2,700.00.

Respectfully,

**Jamie Smith
Jefferson County District Clerk**



**EVERETTE "BO" ALFRED
COUNTY COMMISSIONER**

PRECINCT 4

P.O. Box 4025

Beaumont, Texas 77704-4025

MARIO WATKINS
Executive Assistant

KENNETH MINKINS

Superintendent

Precinct 4 - Service Center

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct # 4 *EA/nr*

Date: June 8, 2015

RE: Transfer Funds

Please transfer **\$1,425** from account # 114-0402-431.10-28 (Laborers) into account # 114-0409-431.60-02 (Computer Equipment) for additional cost of one new computer and software; and

Please transfer **\$42,805** from account # 114-0402-431.10-28 (Laborers) into account # 114-0409-431.60-42 (Trucks and Trailers) for purchase of a 2016 Ford Super Duty to replace Unit B-6, a 1998 F-150. This item is being replaced because of excessive miles and because it is critical to road work as it is used to carry fuel 12 – 15 miles. Due to complications, we are in dire need of replacing this vehicle.

Thank you.

EA/nr



Carolyn L. Guidry
COUNTY CLERK

Theresa Goodness
Chief Deputy

JEFFERSON COUNTY
P. O. Box 1151
Beaumont, Texas 77704
409-835-8475 Phone
409-839-2394 FAX

Email Address:
countyclerk@co.jefferson.tx.us

June 2, 2015

Patrick Swain, County Auditor
C/o Fran Lee, Financial Manager
1149 Pearl Street
7th Floor
Beaumont, Texas 77701

Fran,

Please transfer monies from 120-1014-414-10-05 (Extra Help) to 120-1014-414-50-77 (Contractual Service) to cover shortage due to bills not paid in prior fiscal year (attachment). Amount requested \$4100.

Respectfully,

Carolyn L. Guidry
Carolyn L. Guidry
County Clerk

PI310I12
P.O. 060773

JEFFERSON COUNTY, TEXAS
Purchase Order Inquiry

6/02/15
12:34:31

Type option, press Enter.

1=Select 6=Invoice inquiry

Invoice Nbr	Inv. Date	Amount	Received by	User ID	Post Date
230004224	7/10/14	1502.78	JAMIE SMITH	AUDI11	12/05/14
230004841	8/01/14	1010.86	JAMIE SMITH	AUDI11	12/05/14
230007393	10/01/14	1150.48	JAMIE SMITH	AUDI28	11/12/14
230008851	11/01/14	1010.86	JAMIE SMITH	AUDI28	11/12/14
230009788	12/01/14	1010.86	JAMIE SMITH	AUDI11	1/12/15
230011205	1/01/15	1071.05	AUDI11	AUDI11	1/07/15
230012517	2/01/15	1010.86	CAROLYN GULDRY	AUDI11	2/09/15
230013713	3/01/15	1010.86	JESSICA GRAMMER	AUDI28	3/13/15
230014540	4/01/15	1349.77	JESSICA GRAMMER	AUDI11	4/08/15
30003299	6/04/14	1010.86	JAMIE SMITH	AUDI11	12/05/14

Total . . . 11139.24

F3=Exit F7=Amount breakdown F11=Next PO F12=Cancel
F16=Rec/Inv Comments F19=Encumbrance Inquiry

\$4100 SHORT

Fran Lee

From: ♦♦P <pswain@co.jefferson.tx.us>
Sent: Wednesday, June 03, 2015 2:18 PM
To: AuditingLee, Fran
Subject: Fwd: FW: Commissioners donation
Attachments: image001.png; image002.png; image003.jpg; SweetSouthernSound Estimate#1617.pdf; Untitled attachment 00040.htm; SSS_signature_advertisement.png; Untitled attachment 00043.htm

---- Original Message ----

From: "John Hughes" <jhughes@fordpark.com>
Sent: 6/2/2015 1:54:33 PM
To: "Patrick Swain" <pswain@co.jefferson.tx.us>
Subject: FW: Commissioners donation

Patrick- will you be able to generate a letter or something that shows receipt of donated services from Sweet Southern Sound? See email below.

John A. Hughes

General Manager
Texas Regional Director of Live Entertainment

**An SMG Managed Facility**

✉: 5115 I-10 South | Beaumont, TX | 77705

☎: 409.951.5401 | 409.951.5410 fax

✉: jhughes@fordpark.com

www.fordpark.com



 Please consider the environment before printing this e-mail

NOTICE: This email may contain **PRIVILEGED** and **CONFIDENTIAL** information and is intended only for the use of the specific individual(s) to which it is addressed. If you are not an intended recipient of this email, you are hereby notified that any unauthorized use, dissemination or copying of this email or the information contained in it or attached to it is strictly prohibited. If you have received this email in error, please delete it and immediately notify the person named above by reply email. Thank you.

From: Clint Hill [mailto:clint.hill@sweetsouthernsound.com]

Sent: Tuesday, June 02, 2015 12:20 PM

To: John Hughes

Subject: Commissioners donation

Hey John, here is the estimate for the equipment and services that we are donating for the Commissioners Conference. It would be great if we could receive a letter of donation so that we can keep on file for tax purposes.

Please let me know if you need anything else from our end.

Sweet Southern Sound

PO Box 5854
 Beaumont, TX 77726
 (409)2420422

Estimate

SWEET SOUTHERN SOUND
 Professional Sound | Lighting | Video

ADDRESS

Ford Park
 5115 IH 10
 Texas
 Beaumont, TX 77705

ESTIMATE # 1617 **DATE** 06/02/2015

DESCRIPTION	QTY	RATE	AMOUNT
Catering Booth			
Utility Bolt Plate truss - 12x12x10	8	17.50	140.00
Black 24x24 steel base plate	4	35.00	140.00
Utility 12x12 truss 5-way corner block	5	45.00	225.00
LED PAR fixture - 42LED 30degree optic @ 1226LUX	12	25.00	300.00
30Inch Crystal chandelier - day rate	1	650.00	650.00
Includes crystal cleanning, prep, package, delivery, and returning, pre, package, and delivery			
Shiny Ribs			
Utility Bolt Plate truss - 12x12x10	2	17.50	35.00
1ton chain motor with 60ft lift	2	75.00	150.00
Rigging Steel, bags, chains, and equipment	1	275.00	275.00
Roadhog lighting console	1	375.00	375.00
Martin MH2 LED moving wash - day rate	16	55.00	880.00
Medium lighting cable package	1	125.00	125.00
Soundcraft Performer 2. 80channel - 24fader digital console - day rate	1	135.00	135.00
Band mic stands\hardware package - as directed	1	145.00	145.00

Sweet Southern Sound requires a 50% non-refundable deposit before any equipment or services are guaranteed. In cases of event productions the remaining balance is due 2 weeks before the event date. No returns after 10days. Returns are subject to a 30% restocking fee. Estimate and pricing is valid for 10days from quote date.

DESCRIPTION	QTY	RATE	AMOUNT
Band audio cable package - as directed	1	100.00	100.00
Band Power distribution - as directed	1	125.00	125.00
Band microphone package. Basic package as directed	1	250.00	250.00
Bi-amp monitor mix - includes Adamson M15 wedge, amp, and cabling	4	125.00	500.00
Transportation and Labor			
Medium truck charge - Delivery, Pickup, Fuel, and Insurance	1	275.00	275.00
A2 Audio Engineer onsite for event support - extended day rate	1	375.00	375.00
LD2 Lighting Engineer onsite for event - extended day rate	1	375.00	375.00
TOTAL			\$5,575.00

Accepted By

Accepted Date

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending April 30, 2015



Patrick Swain - County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING APRIL 30, 2015
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Statement of Transfers In and Out	10

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



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

May 26, 2015

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of April 30, 2015 together with the results of operations of the budget for the seventh period then ended.

Revenue:

Total budgeted revenue collected for the month ending April 30, 2015 is \$101,763,346. Budgeted Revenues are \$118,400,967 leaving \$16,637,621 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$82,552,107 for the first seven months of the year. This amount represents 99% of the budgeted amount of \$82,877,967.

Sales Taxes:

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

Page Two

Licenses & Permits:

Fifty-two percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$418,200 for the year.

Intergovernmental:

Fifty-eight percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,574,315.

Fees:

Fifty-five percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,110,620 for the year.

Fines and Forfeitures:

Fifty-four percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,725,000.

Interest:

Seventy-four percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$220,865.

Other Revenues:

Five percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$24,000.

Expenditures:

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

Page Three

Expenditures are budgeted to be \$123,714,056, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,891,206 for the fiscal year ending September 30, 2015.

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

Sincerely,



Patrick Swain
County Auditor

Jefferson County, Texas
 Consolidated Balance Sheet
 For The Month Ending April 30, 2015

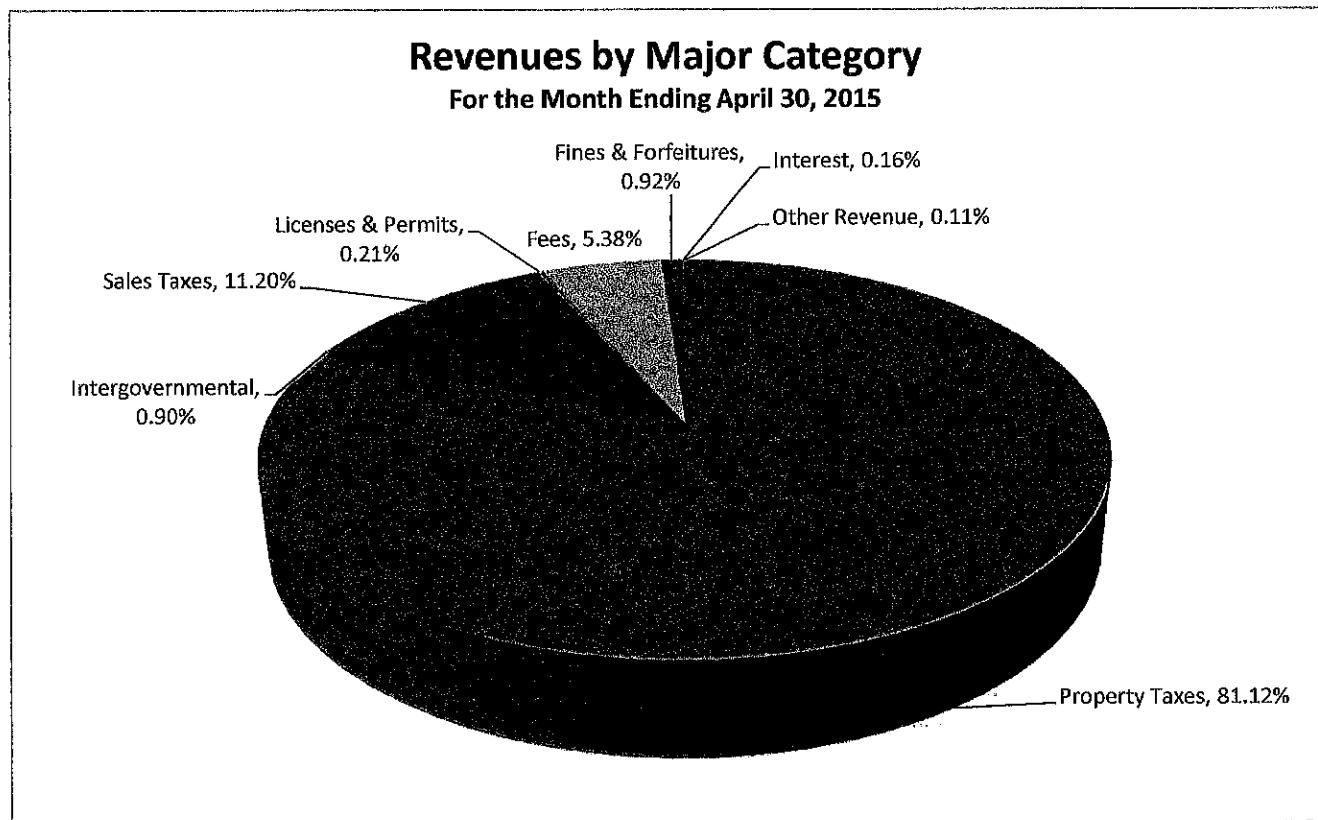
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	\$ 81,064,432	17,095,035	10,216,817	6,224,688	(943,458)	(456,587)	\$ 113,200,927
Receivables & Prepays	6,696,707	64,380	-	150,648	(98,194)	-	6,813,541
Intergovernmental Receivables	2,048,358	-	-	-	-	-	2,048,358
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	469,644	48,943	-	-	188,262	-	706,849
Other Assets	-	-	-	-	84,297,572	-	84,297,572
Total Assets	\$ 90,429,141	\$ 17,208,358	\$ 10,216,817	\$ 6,375,336	\$ 83,444,182	\$ (456,587)	\$ 207,217,247
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	\$ 3,116,305	490,014	-	-	67,933	2,253,759	\$ 5,928,011
Intergovernmental Payables	360	-	-	-	33	-	393
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	7,547,139	82,624	-	132,947	393,124	-	8,155,834
Fund Balance/Equity	79,765,337	16,635,720	10,216,817	6,242,389	82,983,092	(2,710,346)	193,133,009
Total Liabilities and Fund Balance/Equity	\$ 90,429,141	\$ 17,208,358	\$ 10,216,817	\$ 6,375,336	\$ 83,444,182	\$ (456,587)	\$ 207,217,247

Jefferson County, Texas
 Statement of Changes in Fund Balances
 For The Month Ending April 30, 2015

	3/31/2015	Month Ending April 30, 2015				4/30/2015
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 429,843	\$ 6,566	\$ 64,195	\$ -	\$ -	\$ 372,214
Road & Bridge Pct. 1	1,790,093	89,758	98,882	-	-	1,780,969
Road & Bridge Pct. 2	587,460	82,777	104,177	-	-	566,060
Road & Bridge Pct. 3	677,848	72,540	103,630	-	-	646,758
Road & Bridge Pct. 4	968,557	98,946	116,851	-	-	950,652
Engineering Fund	501,644	12,463	70,799	-	-	443,308
Parks & Recreation	160,903	7,937	4,263	-	-	164,577
General Fund	72,599,295	4,379,555	6,986,258	(274,395)	-	69,718,197
Mosquito Control Fund	1,352,486	24,026	90,555	-	-	1,285,957
Tobacco Settlement Fund	3,835,701	944	-	-	-	3,836,645
 Total General Funds	 82,903,830	 4,775,512	 7,639,610	 (274,395)	 -	 79,765,337
 Total Special Revenue Funds	 16,358,781	 1,638,333	 1,361,394	 -	 -	 16,635,720
 Total Capital Project Funds	 10,375,654	 464,442	 623,279	 -	 -	 10,216,817
 Total Debt Service Funds	 6,159,009	 83,880	 500	 -	 -	 6,242,389
 Total Enterprise Funds	 82,808,411	 898,958	 998,672	 274,395	 -	 82,983,092
 Total Internal Service Funds	 (2,216,239)	 1,329,297	 1,823,404	 -	 -	 (2,710,346)
 Total Balances	 \$ 196,389,446	 \$ 9,190,422	 \$ 12,446,859	 \$ -	 \$ -	 \$ 193,133,009

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending April 30, 2015

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 82,552,108	\$ 82,877,967	\$ 325,859	0.39%
Sales Taxes	11,392,763	21,450,000	10,057,237	46.89%
Licenses & Permits	218,304	418,200	199,896	47.80%
Intergovernmental	912,185	1,574,315	662,130	42.06%
Fees	5,587,578	10,110,620	4,523,042	44.74%
Fines & Forfeitures	936,181	1,725,000	788,819	45.73%
Interest	162,993	220,865	57,872	26.20%
Other Revenue	1,234	24,000	22,766	94.86%
	\$ 101,763,346	\$ 118,400,967	\$ 16,637,621	14.05%



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending April 30, 2015

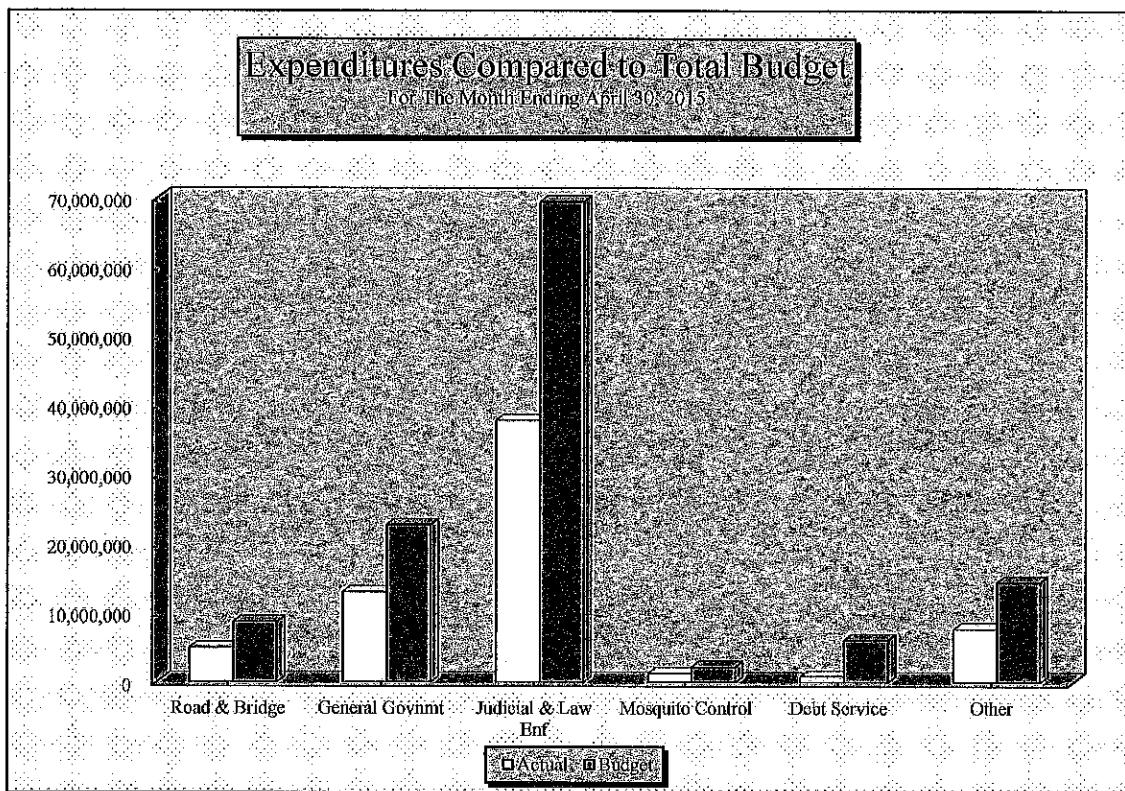
	October 2014						Cumulative Total	Annual Budget	Unrealized Balance
	-December	January	February	March	April				
Jury Fund									
Current Taxes	\$ 38,847	\$ 158,936	\$ 67,713	\$ 1,087	\$ 3,048		269,631	\$ 272,893	\$ 3,262
Delinquent Taxes	1,201	336	318	122	586		2,563	3,695	1,132
Jury Fees	5,742	2,545	1,959	2,953	2,932		16,131	40,000	23,869
Intergovernmental Revenue	95,812	23,562	33,490	43,792	-		196,656	550,000	353,344
Road & Bridge Pct. 1									
Current Taxes	84,548	345,916	147,375	2,367	6,633		586,839	593,939	7,100
Delinquent Taxes	2,357	659	624	240	1,149		5,029	7,251	2,222
Intergovernmental Revenue	-	-	-	-	-		-	-	-
Auto Registration Fees	-	81,060	-	-	-		81,060	522,000	440,940
Road & Bridge Fees	114,504	49,086	46,761	46,186	57,165		313,702	535,050	221,348
Sales, Rentals & Services	-	-	-	-	-		-	-	-
Fines and Forfeitures	41,893	20,767	20,421	36,898	24,810		144,789	287,100	142,311
Road & Bridge Pct. 2									
Current Taxes	77,972	319,012	135,913	2,182	6,118		541,197	547,744	6,547
Delinquent Taxes	2,175	608	576	221	1,060		4,640	6,689	2,049
Intergovernmental Revenue	-	-	-	-	-		-	-	-
Auto Registration Fees	-	74,755	-	-	-		74,755	481,400	406,645
Road & Bridge Fees	105,598	45,268	43,124	42,595	52,718		289,303	493,435	204,132
Sales, Rentals & Services	-	-	-	-	-		-	-	-
Fines and Forfeitures	38,634	19,152	18,832	34,028	22,880		133,526	264,770	131,244
Road & Bridge Pct. 3									
Current Taxes	70,457	288,263	122,814	1,972	5,528		489,034	494,949	5,915
Delinquent Taxes	1,963	549	520	200	957		4,189	6,038	1,849
Intergovernmental Revenue	-	-	-	-	-		-	-	-
Auto Registration Fees	-	67,550	-	-	-		67,550	435,000	367,450
Road & Bridge Fees	95,420	40,905	38,967	38,489	47,637		261,418	445,875	184,457
Sales, Rentals & Services	-	-	(36)	5,229	(2,258)		2,935	-	(2,935)
Fines and Forfeitures	34,913	17,307	17,018	30,749	20,676		120,663	239,250	118,587
Road & Bridge Pct. 4									
Current Taxes	90,962	372,159	158,556	2,546	7,137		631,360	638,997	7,637
Delinquent Taxes	2,551	713	675	260	1,244		5,443	7,847	2,404
Intergovernmental Revenue	-	-	-	-	-		-	2,000	2,000
Auto Registration Fees	-	87,209	-	-	-		87,209	561,600	474,391
Road & Bridge Fees	123,190	52,809	50,308	49,690	61,501		337,498	575,640	238,142
Sales, Rentals & Services	(520)	400	100	-	2,375		2,355	-	(2,355)
Fines and Forfeitures	45,066	22,340	21,967	39,693	26,689		155,755	308,880	153,125
Other Revenue	-	-	-	-	-		-	-	-

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending April 30, 2015

	October 2014					Cumulative Total	Annual Budget	Unrealized Balance
	-December	January	February	March	April			
Engineering Fund								
Current Taxes	\$ 136,361	\$ 557,904	\$ 237,691	\$ 3,817	\$ 10,699	\$ 946,472	\$ 957,920	\$ 11,448
Delinquent Taxes	3,415	954	904	347	1,665	7,285	10,503	3,218
Licenses and Permits	129	100	-	-	-	229	1,000	771
Sales, Rentals & Services	450	-	-	225	100	775	1,500	725
Parks & Recreation								
Current Taxes	19,697	80,589	34,334	551	1,545	136,716	138,370	1,654
Delinquent Taxes	298	83	79	30	145	635	916	281
Sales, Rentals & Services	17,558	4,916	6,130	7,168	6,246	42,018	50,250	8,232
General Fund								
Current Taxes	11,247,491	46,017,549	11,923,756	314,824	882,455	70,386,075	70,434,933	48,858
Delinquent Taxes	312,538	87,344	82,727	31,790	152,415	666,814	961,298	294,484
Sales Taxes	2,189,442	2,207,428	2,692,883	1,986,740	2,316,270	11,392,763	21,450,000	10,057,237
Other Taxes	-	1,234	-	-	-	1,234	24,000	22,766
Licenses and Permits	63,209	33,114	41,558	37,640	42,554	218,075	417,200	199,125
Intergovernmental Revenue	166,835	62,033	143,613	20,434	322,614	715,529	1,022,315	306,786
Fees of Office	731,059	538,933	383,746	501,298	359,858	2,514,894	4,266,044	1,751,150
Other Sales, Rentals & Svcs.	496,224	205,048	337,086	233,095	224,522	1,495,975	1,702,826	206,851
Fines & Forfeitures	129,443	66,034	59,955	66,216	59,800	381,448	625,000	243,552
Interest	65,174	8,563	19,055	36,322	19,068	148,182	200,000	51,818
Other Revenue	-	-	-	-	-	-	-	-
Mosquito Control Fund								
Current Taxes	252,614	1,033,536	440,331	7,070	19,820	1,753,371	1,774,578	21,207
Delinquent Taxes	8,629	2,411	2,284	878	4,207	18,409	26,540	8,131
Spraying Contract	-	-	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-	-	-
Tobacco Settlement Fund								
Interest	3,290	422	849	1,727	944	7,232	12,000	4,768
Debt Service								
Current Taxes	869,868	3,558,958	1,516,270	24,347	68,248	6,037,691	5,923,644	(114,047)
Delinquent Taxes	27,100	7,674	6,847	2,993	14,101	58,715	69,223	10,508
Interest	1,424	506	1,353	2,765	1,531	7,579	8,865	1,286
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-
Total	\$ 17,815,533	\$ 56,567,199	\$ 18,859,446	\$ 3,661,776	\$ 4,859,392	\$ 101,763,346	\$ 118,400,967	\$ 16,637,621

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 58% of Year Completed
 For The Month Ending April 30, 2015

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 387,389	\$ 1,086,240	\$ 698,851	64.34%
Road & Bridge Funds	4,403,503	7,525,258	3,121,755	41.48%
Engineering Fund	535,296	985,864	450,568	45.70%
Parks & Recreation Fund	55,298	190,032	134,734	70.90%
General Fund:				
General Government	13,059,481	22,760,194	9,700,713	42.62%
Judicial	9,656,041	18,212,804	8,556,763	46.98%
Law Enforcement	27,834,781	50,168,788	22,334,007	44.52%
Education	218,183	404,159	185,976	46.02%
Health & Welfare	4,566,892	8,551,834	3,984,942	46.60%
Maintenance	1,996,975	3,761,791	1,764,816	46.91%
Other	875,661	1,704,172	828,511	48.62%
Mosquito Control Fund	1,299,708	2,189,276	889,568	40.63%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	848,722	6,123,644	5,274,922	86.14%
	\$ 65,787,930	\$ 123,714,056	\$ 57,926,126	46.82%



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending April 30, 2015

Jury Fund	October 2014						Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
	December	January	February	March	April					
Road & Brdg Pct. 1	274,090	130,503	95,194	107,080	98,882		280,329	986,078	1,644,279	658,201
Road & Brdg Pct. 2	323,233	149,185	135,180	115,352	104,177		307,265	1,134,392	1,860,203	725,811
Road & Brdg Pct. 3	297,435	135,798	99,691	101,720	103,630		142,553	880,827	1,751,562	870,735
Road & Brdg Pct. 4	354,852	162,738	113,309	254,572	116,851		399,884	1,402,206	2,269,214	867,008
Engineering	217,954	102,654	69,748	71,199	70,799		2,942	535,296	985,864	450,568
Parks & Recreation	21,909	7,539	6,162	6,861	4,263		8,564	55,298	190,032	134,734
Tax Assessor/Coll.	838,922	386,884	276,481	269,910	260,771		8,413	2,041,381	3,668,340	1,626,959
Human Resources	90,452	37,888	27,811	29,704	32,351		1,620	219,826	430,962	211,136
County Auditor	342,544	150,323	101,698	102,763	103,435		1,044	801,807	1,421,573	619,766
County Clerk	489,647	218,920	155,747	162,237	206,680		11,747	1,244,978	2,217,027	972,049
County judge	199,580	86,879	65,316	71,893	63,865		541	488,074	894,428	406,354
Risk Management	54,645	25,011	16,654	17,918	17,271		-	131,499	240,745	109,246
County Treasurer	82,317	41,751	27,609	28,619	27,632		460	208,388	378,326	169,938
Printing Department	27,085	15,427	9,535	11,115	9,299		9,790	82,251	168,274	86,023
Purchasing Department	115,898	55,881	34,559	31,461	39,047		7,031	283,877	547,371	263,494
General Services	2,432,477	732,166	1,411,995	737,193	455,139		62,218	5,831,188	9,638,708	3,807,520
MIS	492,085	187,259	153,438	127,673	191,054		12,411	1,163,920	2,113,047	949,127
Voter's Registration	50,959	26,568	11,223	17,155	13,999		-	119,904	226,010	106,106
Elections	280,400	56,163	33,497	32,434	35,094		4,800	442,388	815,383	372,995
District Attorney	1,310,006	652,583	445,782	462,788	463,652		36,452	3,371,263	6,481,869	3,110,606
District Clerk	362,815	189,785	137,346	134,895	141,644		9,616	976,101	1,799,632	823,531
Criminal Dist. Court	289,341	112,202	103,795	93,950	113,729		909	713,926	1,509,101	795,175
58th Dist. Court	67,121	29,450	21,528	22,119	21,817		218	162,253	305,686	143,433
60th Dist. Court	64,592	31,656	21,284	21,417	21,428		198	160,575	287,724	127,149
136th Dist. Court	66,585	34,169	21,872	22,018	22,192		-	166,836	293,706	126,870
172nd Dist. Court	65,229	30,306	20,388	20,584	20,571		-	157,078	295,125	138,047
252nd Dist. Court	269,111	83,957	80,309	117,426	103,074		2,768	656,645	1,158,506	501,861
279th Dist. Court	91,612	29,597	29,912	37,560	34,104		2,315	225,100	387,285	162,185
317th Dist. Court	182,504	62,167	59,958	72,879	51,777		1,391	430,676	699,183	268,507
J.P. Pct. 1 PI 1	79,539	39,129	26,913	26,597	27,134		851	200,163	355,094	154,931
J.P. Pct. 1 PI 2	75,598	35,927	23,047	25,430	26,089		797	186,888	349,550	162,662
J.P. Pct. 2	65,797	32,116	21,402	22,350	22,276		-	163,941	330,558	166,617
J.P. Pct. 4	76,375	39,276	24,954	27,844	24,717		36	193,202	355,319	162,117
J.P. Pct. 6	80,638	39,150	26,878	27,605	25,426		730	200,427	364,634	164,207
J.P. Pct. 7	70,419	35,320	24,863	27,972	23,822		53	182,449	362,270	179,821
J.P. Pct. 8	79,569	40,232	26,550	22,862	21,727		222	191,162	364,959	173,797
Cnty. Court at Law 1	105,514	52,205	34,507	35,643	35,430		247	263,546	474,535	210,989
Cnty. Court at Law 2	143,648	68,491	48,864	48,036	51,606		-	360,645	653,755	293,110
Cnty. Court at Law 3	148,871	70,198	47,418	44,595	44,099		-	355,181	635,528	280,347
Court Master	84,014	40,239	36,950	26,534	29,115		357	217,209	494,103	276,894

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending April 30, 2015

	October 2014							Cumulative		Annual		Unencumbered	
	December	January	February	March	April	Encumbrances	Total	Budget	Balance	Budget	Balance		
Dispute Resolution	\$ 46,696	\$ 25,563	\$ 15,611	\$ 15,980	\$ 15,445	\$ 1,480	\$ 120,775	\$ 254,682	\$ 133,907				
Alternative School	84,002	40,684	28,019	28,942	30,340	1,158	213,145	381,977	168,832				
Comm. Supervision	1,994	1,823	450	983	741	-	5,991	14,728	8,737				
Sheriff's Dept.	2,984,136	1,384,607	946,011	946,123	969,844	103,130	7,333,851	13,196,368	5,862,517				
Crime Lab	372,327	126,309	99,581	92,095	89,135	47,299	826,746	1,469,693	642,947				
Jail	5,986,058	2,679,971	2,017,269	2,594,066	1,859,403	272,214	15,408,981	27,520,354	12,111,373				
Juvenile Probation	286,821	143,413	96,631	146,442	96,016	735	770,058	1,602,440	832,382				
Juvenile Detention	383,506	187,433	130,343	138,804	134,362	67,214	1,041,662	2,042,112	1,000,450				
Constable Pct. 1	193,751	77,872	51,915	58,255	51,646	30,971	464,410	810,851	346,441				
Constable Pct. 2	125,394	45,884	51,113	32,670	30,913	1,382	287,356	464,729	177,373				
Constable Pct. 4	93,718	41,548	29,048	30,309	29,639	1,423	225,685	426,867	201,182				
Constable Pct. 6	120,318	59,721	41,990	46,927	52,892	1,653	323,501	569,176	245,675				
Constable Pct. 7	121,294	45,576	31,533	31,004	32,146	592	262,145	455,985	193,840				
Constable Pct. 8	120,690	48,348	30,730	33,362	31,335	500	264,965	453,508	188,543				
County Morgue	117,235	75,147	80,465	64,594	61,094	7,750	406,285	760,000	353,715				
Agriculture Ext.	87,957	42,156	28,353	30,463	28,903	351	218,183	404,159	185,976				
Public Health # 1	272,216	116,607	81,171	87,215	89,564	4,135	650,908	1,308,594	657,686				
Public Health # 2	267,796	119,245	80,648	88,772	83,308	2,544	642,313	1,256,570	614,257				
Nurse Practitioner	61,786	30,772	21,604	23,247	21,006	6,891	165,306	299,070	133,764				
Child Welfare	31,413	6,009	11,278	7,659	6,593	-	62,952	153,900	90,948				
Env. Control	81,219	63,981	27,245	35,770	29,632	-	237,847	408,121	170,274				
Ind. Medical Svcs.	2,107,352	120,331	107,125	135,158	75,773	138,169	2,683,908	4,900,891	2,216,983				
Emergency Mgmt.	48,124	25,061	16,824	16,824	16,825	-	123,658	224,688	101,030				
Beaumont Maintenance	451,065	130,599	186,427	246,919	172,535	286,834	1,474,379	2,769,117	1,294,738				
Port Arthur Maint.	138,033	73,348	47,436	53,861	82,842	20,973	416,493	760,446	343,953				
Mid-County Maint.	31,321	15,771	14,210	14,305	13,558	16,938	106,103	232,228	126,125				
Service Center	186,066	126,238	50,644	88,399	77,525	187,728	716,600	1,307,879	591,279				
Veteran Service	63,424	30,675	20,621	22,164	22,177	-	159,061	282,537	123,476				
Mosquito Control	606,720	114,759	105,111	119,913	90,555	262,650	1,299,708	2,189,276	889,568				
Tobacco Settlement	50,000	-	-	-	-	-	50,000	50,000	-				
Debt Service Funds	-	848,222	-	-	500	-	848,722	6,123,644	5,274,922				
Contingency	-	-	-	-	-	-	-	113,756	113,756				
Total	\$ 26,472,428	\$ 11,361,336	\$ 8,639,287	\$ 8,884,139	\$ 7,640,110	\$ 2,790,630	\$ 65,787,930	\$ 123,714,056	\$ 57,926,126				

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending April 30, 2015

Issue	Beginning Amount Outstanding	2014-2015 Requirements			2014-20145 Payments	Ending Amount Outstanding				
		Principal	Interest	Fees						
2011 Refunding Bonds	3,350,000	1,085,000	100,500	4,000	1,189,500	-	50,250	1,700	51,950	3,350,000
2012 Refunding Bonds	40,660,000	3,070,000	1,576,800	4,000	4,650,800	-	788,400	1,200	789,600	40,660,000
2013 Refunding Bonds	1,070,000	265,000	14,344	4,000	283,344	-	7,172	-	7,172	1,070,000
	\$ 45,080,000	\$ 4,420,000	\$ 1,691,644	\$ 12,000	\$ 6,123,644	\$ -	\$ 845,822	\$ 2,900	\$ 848,722	\$ 45,080,000

Jefferson County, Texas
Statement of Transfers In and Out

	Fund	Transfers In	Transfers Out
120	General Fund	-	1,029,845 (a)
311	Capital Projects Fund	15,000 (a)	-
550	SETEC Fund	1,014,845 (a)	-
865	Marine Division	-	1,673 (a)
875	2013 Port Security Grant	1,673 (a)	-
		<u><u>\$1,031,518</u></u>	<u><u>\$1,031,518</u></u>

(a) Budgeted Transfer

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE
WARREN'S DO-NUTS241.88
84.46408250
408310

326.34**

ROAD & BRIDGE PCT.#1

APAC, INC. - TROTTI & THOMSON
CARQUEST AUTO PARTS # 96
M&D SUPPLY
MUNRO'S
OFFICE DEPOT
SANITARY SUPPLY, INC.
SOUTHERN TIRE MART, LLC
HERRERA'S EMERGENCY LIGHTING2,632.28
408.52
1,089.17
34.00
294.63
158.02
606.25
756.00408152
408159
408202
408209
408214
408229
408261
408297

5,978.87**

ROAD & BRIDGE PCT.#2

ENTERGY
MUNRO'S
HIGHTECH SIGNS
FRED MILLER'S OUTDOOR EQUIPMENT LLC81.88
18.45
500.00
47.95408183
408209
408318
408387

648.28**

ROAD & BRIDGE PCT. # 3

FARM & HOME SUPPLY
ENTERGY
MUNRO'S
MATHESON TRI-GAS
W. JEFFERSON COUNTY M.W.D.
HOWARD'S AUTO SUPPLY
MUNRO'S SAFETY APPAREL
TEXAS GAS SERVICE
WINDSTREAM
BILL WILLIAMS
SCOTT EQUIPMENT COMPANY LLC25.38
308.67
34.13
46.16
61.51
31.71
63.80
151.81
46.56
200.00
104.99408172
408183
408209
408251
408257
408266
408295
408296
408314
408322
408334

1,074.72**

ROAD & BRIDGE PCT.#4

RB EVERETT & COMPANY, INC.
FED EX
ISI COMMERCIAL REFRIGERATION
JOHNSON BACKHOE SERVICE, INC.
M&D SUPPLY
MANNINGS SCHOOL SUPPLY
MUNRO'S
OFFICE DEPOT
SMART'S TRUCK & TRAILER, INC.
TRIANGLE AIR CARE, INC.
W. JEFFERSON COUNTY M.W.D.
UNITED STATES POSTAL SERVICE
MARTIN PRODUCT SALES LLC
ON TIME TIRE
ASCO
SOUTHEAST TEXAS PARTS AND EQUIPMENT133.75
97.07
2,598.00
271.67
25.56
13.25
67.20
187.48
65.93
273.00
110.77
1.40
1,448.34
170.00
1,219.63
33.49408170
408173
408192
408195
408202
408204
408209
408214
408234
408248
408256
408281
408316
408353
408365
408376

6,716.54**

PARKS & RECREATION

ENTERGY
AT&T
SUTHERLAND LUMBER CO.
W. JEFFERSON COUNTY M.W.D.
LOWE'S HOME CENTERS, INC.9.16
28.97
215.40
52.26
180.05408183
408237
408239
408256
408286

485.84**

GENERAL FUND

TAX OFFICE
HERNANDEZ OFFICE SUPPLY, INC.
ACE IMAGEWEAR
SOUTHEAST TEXAS WATER
AT&T
UNITED STATES POSTAL SERVICE395.00
42.02
338.95
101.43
796.73408188
408232
408236
408237
408281

1,674.13*

COUNTY HUMAN RESOURCES

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT FAMILY PRACTICE ASSOC. PRE CHECK, INC. UNITED STATES POSTAL SERVICE	142.00 218.75 1.22	408155 408270 408281	361.97*
AUDITOR'S OFFICE			
OFFICE DEPOT SOUTHEAST TEXAS WATER TEXAS SOCIETY OF CPA'S UNITED STATES POSTAL SERVICE	468.31 89.85 315.00 .81	408214 408236 408247 408281	873.97*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING UNITED STATES POSTAL SERVICE INFORMATION MANAGEMENT SERVICES	108.50 269.98 980.00	408200 408281 408366	1,358.48*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES UNITED STATES POSTAL SERVICE	800.00 158.08	408179 408281	958.08*
RISK MANAGEMENT			
SOUTHEAST TEXAS WATER UNITED STATES POSTAL SERVICE	29.95 11.31	408236 408281	41.26*
COUNTY TREASURER			
CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE HIGGINBOTHAM INSURANCE AGENCY INC	852.80 152.80 71.00	408194 408281 408386	1,076.60*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER CIT TECHNOLOGY FINANCING SERVICE	1,457.10 499.00	408217 408329	1,956.10*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE OFFICE DEPOT PORT ARTHUR NEWS, INC. UNITED STATES POSTAL SERVICE	472.50 60.56 337.88 8.59	408168 408214 408222 408281	879.53*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT OLMSTED-KIRK PAPER TIME WARNER COMMUNICATIONS TRI-CITY COFFEE SERVICE TEXAS COFFEE COMPANY VERIZON WIRELESS JOHN PAUL'S DYNAMEX INC ANTHONY ICENOGLE SPOK INC	40.00 4,149.00 2,447.01 120.30 86.72 303.92 82.43 208.85 206.25 3.00	408194 408217 408245 408250 408267 408276 408339 408373 408379 408381	7,647.48*
DATA PROCESSING			
SPOK INC	12.06	408381	12.06*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	126.10	408281	126.10*
ELECTIONS DEPARTMENT			
HART INTER CIVIC VERIZON WIRELESS UNITED STATES POSTAL SERVICE	126.50 2,083.51 3.45	408186 408279 408281	2,213.46*
DISTRICT ATTORNEY			

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	58.07	408173	
OFFICE DEPOT	376.89	408214	
OFFICE DEPOT	412.44	408215	
TDCAA BOOK ORDERS	151.00	408242	
RICARDO VEGA	100.00	408253	
UNITED STATES POSTAL SERVICE	179.80	408281	
CHILD ABUSE & FORENSIC SERVICES	250.00	408284	
MCM ELEGANTE HOTEL	242.65	408309	
KIMBERLY R. BROUSSARD	31.50	408331	
THOMSON REUTERS-WEST	2,103.54	408368	
HEALTHPORT	21.50	408371	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	408386	
TATIANA ZELEZNIACK	117.00	408392	
LON HEUER	257.00	408393	
DISTRICT CLERK			4,372.39*
OFFICE DEPOT	99.66	408214	
TRI-CITY COFFEE SERVICE	150.00	408250	
UNITED STATES POSTAL SERVICE	295.31	408281	
MUNICIPAL SERVICES BUREAU	18.16	408361	
CRIMINAL DISTRICT COURT			563.13*
GAYLYN COOPER	750.00	408148	
DAVID W BARLOW	4,166.50	408154	
MARSHA NORMAND	8,333.00	408211	
RENE MULHOLLAND	3,540.50	408254	
CHARLES ROJAS	600.00	408268	
UNITED STATES POSTAL SERVICE	6.48	408281	
60TH DISTRICT COURT			17,396.48*
OFFICE DEPOT	128.02	408214	
UNITED STATES POSTAL SERVICE	.41	408281	
136TH DISTRICT COURT			128.43*
UNITED STATES POSTAL SERVICE	1.22	408281	
252ND DISTRICT COURT			1.22*
GAYLYN COOPER	800.00	408148	
DAVID W BARLOW	4,166.50	408154	
THOMAS J. BURBANK, P.C.	250.00	408158	
JIMMY D. HAMM	9,760.00	408185	
RIFE KIMLER, LAW OFFICE OF	5,200.00	408198	
JOHN E MACEY	600.00	408203	
MIKE VAN ZANDT	8,333.00	408252	
BRACK JONES JR.	8,333.33	408263	
KEVIN S. LAINE	940.00	408265	
UNITED STATES POSTAL SERVICE	115.83	408281	
LANGSTON ADAMS	800.00	408291	
SUMMER TANNER	2,885.75	408317	
SOUTHEAST TEXAS PSYCHIATRY PA	1,190.00	408348	
GERALD E. BOURQUE	66,875.00	408360	
279TH DISTRICT COURT			110,249.41*
UNITED STATES POSTAL SERVICE	.41	408281	
ANGELA L MORMAN	325.00	408324	
JUSTICE COURT-PCT 1 PL 1			325.41*
CLERK - SUPREME COURT OF TEXAS	235.00	408238	
UNITED STATES POSTAL SERVICE	22.48	408281	
JUSTICE COURT-PCT 1 PL 2			257.48*
MANNINGS SCHOOL SUPPLY	19.95	408204	
OFFICE DEPOT	31.87	408214	
UNITED STATES POSTAL SERVICE	1.61	408281	
JUSTICE COURT-PCT 2			53.43*

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	645.10	408194	
JONES MCCLURE PUBLISHING, INC.	101.00	408196	
OFFICE DEPOT	178.49	408214	
THOMSON REUTERS-WEST	103.50	408368	1,028.09*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	44.43	408281	44.43*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	350.00	408148	
THOMAS J. BURBANK, P.C.	550.00	408158	
NATHAN REYNOLDS, JR.	250.00	408226	
UNITED STATES POSTAL SERVICE	26.39	408281	
SEAN VILLERY-SAMUEL	250.00	408338	
TERRENCE ALLISON	250.00	408363	
MATUSKA LAW FIRM	250.00	408377	
JARED GILTHORPE	250.00	408380	2,176.39*
COUNTY COURT AT LAW NO. 3			
EDWARD B. GRIPON, M.D., P.A.	595.00	408181	
TERRENCE HOLMES	250.00	408189	
BRACK JONES JR.	250.00	408262	
UNITED STATES POSTAL SERVICE	28.42	408281	
SEAN VILLERY-SAMUEL	950.00	408338	2,073.42*
COURT MASTER			
LEONARD J. GIBLIN, JR.	2,950.00	408177	
JUDGE LARRY GIST	3,134.90	408178	
OFFICE DEPOT	162.97	408214	
HAROLD PLESSALA	2,950.00	408221	
UNITED STATES POSTAL SERVICE	.41	408281	9,198.28*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	6.50	408281	6.50*
ALTERNATIVE SCHOOL			
TASER INTERNATIONAL	474.23	408307	474.23*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	38.52	408161	
OFFICE DEPOT	1,136.58	408214	
AT&T	321.50	408237	
WASTE MGT. GOLDEN TRIANGLE, INC.	74.65	408255	
UNITED STATES POSTAL SERVICE	1,201.12	408281	
BEAUMONT OCCUPATIONAL SERVICE, INC.	164.75	408283	
RITA HURT	275.00	408350	
SAFE KIDS WORLDWIDE	50.00	408389	
NORTHERN SAFETY & INDUSTRIAL	900.00	408391	4,162.12*
CRIME LABORATORY			
FED EX	105.83	408173	
FISHER SCIENTIFIC	674.13	408174	
OFFICE DEPOT	51.27	408214	
HENRY SCHEIN, INC.	236.54	408230	
VERIZON WIRELESS	151.96	408278	
CERILLIANT	160.25	408292	
LIPOMED	66.00	408343	1,445.98*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	1,049.08	408145	
HARTMANN BLDG. SPECIALTIES	71.43	408187	
HERNANDEZ OFFICE SUPPLY, INC.	46.00	408188	
M&D SUPPLY	115.33	408202	
OFFICE DEPOT	51.53	408214	

NAME

AMOUNT

CHECK NO.

TOTAL

PETTY CASH - SHERIFF'S OFFICE	214.00	408219	
SANITARY SUPPLY, INC.	2,032.72	408229	
SHERWIN-WILLIAMS	575.79	408233	
AT&T	926.65	408237	
TEXAS DEPT OF LICENSING &	990.00	408246	
WHOLESALE ELECTRIC SUPPLY CO.	12.29	408258	
COOK'S CORRECTIONAL KITCHEN EQUIP	128.90	408282	
LONE STAR UNIFORMS, INC.	135.85	408288	
LAMAR INSTITUTE OF TECHNOLOGY	180.00	408289	
TASER INTERNATIONAL	2,005.49	408307	
BELT SOURCE	64.37	408312	
ICS	6,800.00	408325	
WORLD FUEL SERVICES	343.20	408337	
FIVE STAR CORRECTIONAL SERVICE	33,087.43	408341	
EPIC CARD SERVICES LLC	362.40	408355	
MATERA PAPER COMPANY INC	6,510.22	408367	
THOMSON REUTERS-WEST	4,021.53	408368	
KROPP HOLDINGS INC	419.24	408370	
CLEAR HANDBAGS & MORE	500.00	408388	
JUVENILE PROBATION DEPT.			60,643.45*
EDWARD B. GRIPON, M.D., P.A.	2,250.00	408181	
G. FRAN HUDGINS	964.00	408190	
LARONDA TURNER	90.28	408218	
CHERYL TARVER	80.50	408259	
UNITED STATES POSTAL SERVICE	22.84	408281	
SHANNA CITIZEN	97.18	408290	
LYNN BIERHALTER	103.50	408311	
SHARON STREETMAN	69.00	408313	
CLINTON DEROUEN	34.50	408351	
JOSH CUYOS	221.95	408378	
SPOK INC	48.24	408381	
TANISHA GRIFFIN	210.45	408384	
ROXANA MITCHELL	276.00	408390	
CLINEECIA TROTTER	94.30	408394	
JUVENILE DETENTION HOME			4,562.74*
AMERICAN RED CROSS, INC.	81.00	408151	
EPS	396.24	408166	
FRANK'S MEDICAL MART	52.11	408175	
SANITARY SUPPLY, INC.	818.94	408229	
AT&T	682.92	408237	
WASTE MGT. GOLDEN TRIANGLE, INC.	441.44	408255	
OAK FARM DAIRY	500.15	408264	
FLOWERS FOODS	160.88	408300	
ATTABOY TERMITE & PEST CONTROL	80.00	408335	
A1 FILTER SERVICE COMPANY	183.79	408349	
CONSTABLE PCT 1			3,397.47*
CASH ADVANCE ACCOUNT	138.00	408194	
OFFICE DEPOT	161.80	408214	
UNITED STATES POSTAL SERVICE	138.18	408281	
CONSTABLE-PCT 2			437.98*
OFFICE DEPOT	32.99	408214	
POSTMASTER	315.00	408223	
CONSTABLE-PCT 4			347.99*
TRANSUNION RISK AND ALTERNATIVE	70.00	408385	
CONSTABLE-PCT 6			70.00*
KAY ELECTRONICS, INC.	465.00	408197	
TAC - TEXAS ASSN. OF COUNTIES	175.00	408241	
UNITED STATES POSTAL SERVICE	13.68	408281	
CONSTABLE PCT. 7			653.68*

NAME	AMOUNT	CHECK NO.	TOTAL
BEST BUY BUSINESS ADVANTAGE ACCOUNT	49.95	408375	49.95*
COUNTY MORGUE			
BJ SERVICES COMPANY	10,583.33	408269	
FMMS HOLDINGS OF TEXAS LLC	61,050.00	408352	
BJ TRANSPORT SERVICE, INC.	10,583.33	408395	
AGRICULTURE EXTENSION SVC			82,216.66*
UNITED STATES POSTAL SERVICE	40.88	408281	
BARBARA EVANS	40.00	408332	
HEALTH AND WELFARE NO. 1			80.88*
BROUSSARD'S MORTUARY	846.63	408156	
CLAYBAR FUNERAL HOME, INC.	2,997.00	408163	
ENTERGY	70.00	408184	
UNITED STATES POSTAL SERVICE	55.97	408281	
JADA BROUSSARD	187.00	408328	
SPOK INC	22.86	408381	
HEALTH AND WELFARE NO. 2			4,179.46*
BROUSSARD'S MORTUARY	3,000.00	408157	
CLAYTON THOMPSON FUNERAL HOME	1,500.00	408164	
GABRIEL FUNERAL HOME, INC.	1,750.00	408176	
SPOK INC	7.70	408381	
NURSE PRACTITIONER			6,257.70*
OFFICE DEPOT	181.76	408214	
CHILD WELFARE UNIT			181.76*
DISA, INC.	461.00	408165	
BEAUMONT OCCUPATIONAL SERVICE, INC.	496.30	408283	
SEARS COMMERCIAL CREDIT	90.54	408285	
ENVIRONMENTAL CONTROL			1,047.84*
AT&T	29.86	408237	
COLE INFORMATION SERVICES	398.95	408305	
INDIGENT MEDICAL SERVICES			428.81*
PRECISION DYNAMICS CORP.	476.94	408224	
CARDINAL HEALTH 110 INC	32,733.29	408369	
DANA JOHNSON	2,025.00	408383	
EMERGENCY MANAGEMENT			35,235.23*
VERIZON WIRELESS	150.00	408277	
MAINTENANCE-BEAUMONT			150.00*
GUARDIAN FORCE	72.00	408147	
ECOLAB	209.95	408167	
W.W. GRAINGER, INC.	666.50	408180	
ENTERGY	435.70	408183	
MCCOWN PAINT & SUPPLY OF TEXAS	238.84	408206	
OFFICE DEPOT	29.23	408214	
RALPH'S INDUSTRIAL ELECTRONICS	57.20	408228	
SANITARY SUPPLY, INC.	1,076.26	408229	
ACE IMAGEWEAR	337.96	408232	
AT&T	971.99	408237	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,334.00	408255	
OTIS ELEVATOR COMPANY	2,756.00	408299	
PRO CHEM INC	104.95	408356	
MAINTENANCE-PORT ARTHUR			8,290.58*
TEXAS GAS SERVICE	237.74	408296	
MAINTENANCE-MID COUNTY			237.74*

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	154.92	408161	
ENTERGY	379.77	408183	
M&D SUPPLY	5.39	408202	
NOACK LOCKSMITH	48.25	408210	
RITTER @ HOME	41.65	408227	
ACE IMAGEWEAR	114.04	408232	
AT&T	685.67	408237	
W. JEFFERSON COUNTY M.W.D.	44.58	408256	
HIGHTECH SIGNS	307.00	408318	
SERVICE CENTER			1,781.27*
GULF COAST SCREW & SUPPLY	18.40	408182	
INTERSTATE BATTERIES OF BEAUMONT/PA	302.85	408191	
KINSEL FORD, INC.	341.58	408199	
MEINEKE	105.00	408208	
PHILPOTT MOTORS, INC.	51.11	408220	
TRI-CON, INC.	10,941.38	408249	
JEFFERSON CTY. TAX OFFICE	7.50	408271	
JEFFERSON CTY. TAX OFFICE	7.50	408272	
JEFFERSON CTY. TAX OFFICE	7.50	408273	
JEFFERSON CTY. TAX OFFICE	7.50	408274	
JEFFERSON CTY. TAX OFFICE	7.50	408275	
UNITED STATES POSTAL SERVICE	.48	408281	
BUMPER TO BUMPER	195.14	408306	
AMERICAN TIRE DISTRIBUTORS	5,925.09	408333	
UNIFIRST HOLDINGS INC	22.23	408336	
MIGHTY OF SOUTHEAST TEXAS	112.69	408347	
SPANKY'S WRECKER SERVICE INC	65.00	408354	
VETERANS SERVICE			18,118.45*
UNITED STATES POSTAL SERVICE	9.57	408281	
HILARY GUEST	247.88	408294	
MOSQUITO CONTROL FUND			257.45*
HILLO / O'REILLY AUTO PARTS	8.95	408146	
GREYHOUND PACKAGE EXPRESS	37.65	408149	
CITY OF NEDERLAND	45.62	408161	
JACK BROOKS REGIONAL AIRPORT	255.04	408193	
MUNRO'S	109.15	408209	
OFFICE DEPOT	32.44	408214	
AT&T	29.86	408237	
TIME WARNER COMMUNICATIONS	69.81	408243	
WASTE MGT. GOLDEN TRIANGLE, INC.	81.18	408255	
PARKER LUMBER	8.76	408342	
J.C. FAMILY TREATMENT CT.			678.46**
BEAUMONT OCCUPATIONAL SERVICE, INC.	181.80	408283	
STORMY G CRIBB	4,450.00	408330	
LAW LIBRARY FUND			4,631.80**
LEXISNEXIS MATTHEW BENDER	934.63	408287	
EMPG GRANT			934.63**
CASH ADVANCE ACCOUNT	2,869.80	408194	
SOUTHEAST TEXAS WATER	36.75	408236	
VERIZON WIRELESS	180.91	408277	
JUVENILE TJPC-A-2014-123			3,087.46**
CASH ADVANCE ACCOUNT	240.90	408194	
KESHA NIXON	171.35	408315	
SPOK INC	19.76	408381	
COMMUNITY SUPERVISION FND			432.01**
CASH ADVANCE ACCOUNT	699.60	408194	

OFFICE DEPOT	1,024.35	408214
OLMSTED-KIRK PAPER	587.00	408217
UNITED STATES POSTAL SERVICE	100.21	408281
JCCSC	250.00	408345
JEFF. CO. WOMEN'S CENTER		2,661.16**
CITY OF BEAUMONT - WATER DEPT.	840.32	408160
LUBE SHOP	41.24	408201
MARKET BASKET	322.12	408205
KIM MCKINNEY, LPC, LMFT	375.00	408207
SYSSCO FOOD SERVICES, INC.	1,142.03	408240
TIME WARNER COMMUNICATIONS	31.74	408244
TRAINING STRATEGIES, INC.	300.00	408302
BEN E KEITH FOODS	791.82	408303
ROCHESTER ARMORED CAR CO INC	114.75	408344
SAM'S CLUB DIRECT	39.20	408359
MATERA PAPER COMPANY INC	139.67	408367
SPOK INC	16.41	408381
COUNTY CLERK - RECORD MGT		4,154.30**
AT&T	111.14	408237
MANATRON	10,808.61	408326
DRUG INTERVENTION COURT		10,919.75**
REDWOOD TOXICOLOGY LABORATORY	12,835.00	408321
COUNTY RECORDS MANAGEMENT		12,835.00**
UNITED STATES POSTAL SERVICE	.69	408281
DEPUTY SHERIFF EDUCATION		.69**
CLASSEN BUCK SEMINAR INC	93.50	408260
HOTEL OCCUPANCY TAX FUND		93.50**
AAA LOCK & SAFE	17.50	408144
ALL STAR PLUMBING	103.99	408150
CITY OF BEAUMONT - WATER DEPT.	115.27	408160
MUNRO'S	118.25	408209
SOUTH TEXAS COUNTY JUDGE &	600.00	408235
SUTHERLAND LUMBER CO.	31.39	408239
TRI-CITY COFFEE SERVICE	107.35	408250
DISH NETWORK	100.62	408320
STARS OVER TEXAS SOFTBALL	1,350.00	408323
GT BASEBALL	2,075.00	408357
GT BASEBALL	1,950.00	408358
SAM'S CLUB DIRECT	103.96	408359
CAPITAL PROJECTS FUND		6,673.33**
BAILEY'S ARCHITECTS INC	14,584.65	408319
CONSTRUCTION ZONE OF TEXAS LLC	243,866.00	408374
AIRPORT FUND		258,450.65**
CITY OF NEDERLAND	407.70	408161
CITY OF NEDERLAND	19.05	408162
BEAUMONT ENTERPRISE	120.00	408169
THE EXAMINER	200.00	408171
FED EX	124.13	408173
CASH ADVANCE ACCOUNT	198.00	408194
OIL CITY TRACTORS, INC.	141.16	408216
RED RIVER SPECIALITIES	4,440.00	408225
RALPH'S INDUSTRIAL ELECTRONICS	1,047.89	408228
SANITARY SUPPLY, INC.	406.20	408229
TRI-CITY COFFEE SERVICE	427.40	408250
UNITED STATES POSTAL SERVICE	.89	408281
LOWE'S HOME CENTERS, INC.	104.30	408286
HAGEMEYER NORTH AMERICA, INC.	542.92	408293

NAME	AMOUNT	CHECK NO.	TOTAL
CROUSE-HINDS AIRPORT LIGHTING PRODU	2,397.28	408298	
UNIFIRST HOLDINGS INC	97.70	408336	
ALLIGARE	4,647.00	408346	
CRAWFORD ELECTRIC SUPPLY COMPANY	404.20	408362	
ADVANCE AUTO PARTS	30.74	408364	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	408372	
EASTERN AVIATION FUELS INC	53,502.91	408382	
AIRPORT IMPROVE. GRANTS			73,599.69**
APAC, INC. - TROTTI & THOMSON	327,567.56	408152	
GARVER LLC	4,197.00	408340	
SETEC FUND			331,764.56**
ALLIANCE MECHANICAL SERVICES	18,268.00	408304	
WORKER'S COMPENSATION FD			18,268.00**
TRISTRAR RISK MANAGEMENT	26,341.30	408308	
SHERIFF'S FORFEITURE FUND			26,341.30**
AVIALL	257.81	408153	
AVALEX TECHNOLOGIES	384.00	408301	
PAYROLL FUND			641.81**
JEFFERSON CTY. - FLEXIBLE SPENDING	12,177.00	408115	
CLEAT	306.00	408116	
JEFFERSON CTY. TREASURER	19,047.12	408117	
RON STADTMUELLER - CHAPTER 13	1,917.50	408118	
INTERNAL REVENUE SERVICE	300.00	408119	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,160.00	408120	
JEFFERSON CTY. COMMUNITY SUP.	10,222.13	408121	
JEFFERSON CTY. TREASURER - HEALTH	428,856.68	408122	
JEFFERSON CTY. TREASURER - GENERAL	30.00	408123	
JEFFERSON CTY. TREASURER - PAYROLL	1,608,188.69	408124	
JEFFERSON CTY. TREASURER - PAYROLL	632,736.43	408125	
JEFFERSON CTY. TREASURER	110.61	408126	
MONY/MLOA	231.74	408127	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,139.83	408128	
UNITED WAY OF BEAUMONT & N JEFFERSON	54.77	408129	
JEFFERSON CTY. TREASURER - TCDRS	610,055.93	408130	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,831.65	408131	
JEFFERSON COUNTY TREASURER	2,663.67	408132	
JEFFERSON COUNTY - TREASURER -	6,049.68	408133	
NECHES FEDERAL CREDIT UNION	60,557.38	408134	
JEFFERSON COUNTY - NATIONWIDE	51,936.04	408135	
TENNESSEE CHILD SUPPORT	115.38	408136	
SBA - U S DEPARTMENT OF TREASURY	168.49	408137	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	408138	
ECMC	2.50	408139	
WILLIAM E HEITKAMP	720.72	408140	
JOHN TALTON	2,367.69	408141	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	408142	
COLLEGE ASIST	126.53	408143	
MARINE DIVISION			3,459,241.24**
SETZER HARDWARE, INC.	15.39	408231	
OTIS ELEVATOR COMPANY	40.26	408299	
THE DINGO GROUP-PETE JORGENSEN MARI	281.40	408327	
			256.53**
			4,632,659.59***

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: PATRICK SWAIN
SUBJECT: BUDGET TRANSFER
DATE: JUNE 3, 2015

The following budget amendment is to transfer one shared employee, Glenda Segura, which was under Judge Flores' payroll to Judge Woods' payroll. Judge Woods has made this request for this employee to be transferred to his budget. Glenda will continue to service both Criminal County Courts, but payroll approval will be done by Judge Woods. Please call if you have any questions.

120-2053-412-1002	Assistants & Clerks	\$17,658
120-2053-412-1094	Longevity Pay	\$ 285
120-2053-412-2001	FICA	\$ 1,376
120-2053-412-2002	Employees Retirement	\$ 3,183
120-2053-412-2003	Employees Insurance	\$ 2,100
120-2052-412-1002	Assistants & Clerks	\$17,658
120-2052-412-1094	Longevity Pay	\$ 285
120-2052-412-2001	FICA	\$ 1,376
120-2052-412-2002	Employees Retirement	\$ 3,183
120-2052-412-2003	Employees Insurance	\$ 2,100

**AGENDA ITEM****June 8, 2015**

Receive and file executed Amendment to TEA-21 Congressional High Priority Projects Program between Jefferson County, Texas and the Texas Department of Transportation for the improvement of SH 87 from SH 124 from the Bolivar Peninsula and to East Sabine Pass, Texas.

CSJ # 0307-03-033
 District # 20-BMT
 Code Chart 64 # 50124
 Project:SH87 from SH124 on Bolivar
 Peninsula to Sabine Pass
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

STATE OF TEXAS §
 COUNTY OF TRAVIS §

**AGREEMENT For A
 TEA-21 CONGRESSIONAL HIGH PRIORITY PROJECTS PROGRAM
 AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the County of Jefferson, acting by and through its duly authorized officials, called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on the 12th day of March 1999, to effectuate their agreement to improve SH87 from SH124 on Bolivar Peninsula, east to Sabine Pass; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

In accordance with Article 7. Termination, A.(1), this agreement is terminated in its entirety by mutual written agreement and consent of both parties.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0307-03-033
District # 20-BMT
Code Chart 64 # 50124
Project:SH87 from SH124 on Bolivar
Peninsula to Sabine Pass
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature



JEFF R. BRANICK

Typed or Printed Name

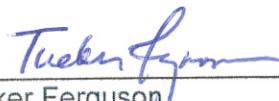
County Judge

Title

06-01-2015

Date

THE STATE OF TEXAS



Tucker Ferguson

Tucker Ferguson
District Engineer – Beaumont District
Texas Department of Transportation

6/2/15

Date

**AGENDA ITEM****June 8, 2015**

Consider, possibly approve and authorize the County Judge to execute, receive and file a Master Agreement and AT&T Switched Ethernet Service Pricing Schedule between Jefferson County and AT&T Corp and AT&T ILEC Service, respectively, to update MIS Ethernet bandwidth.

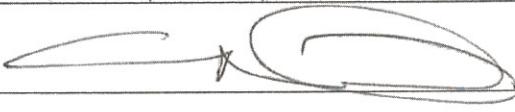


MASTER AGREEMENT

Customer	AT&T
Jefferson County Street Address: 1149 Pearl Street, 7 th Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: John Ferrara Title: Systems Administrator Street Address: 1149 Pearl Street, 6 th Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA Telephone: 2819880442 Fax: Email: jferrara@co.jefferson.tx.us	Street Address: Natasha Pratt City: 6500 West Loop South, Zone 3.1 State/Province: TEXAS Zip Code: 77401 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

This Agreement shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: 
Name:	Name: GABRIELA RATULOWSKI Contract Management
Title:	Title:
Date:	Date: 5/20/15 1-360MTSQ

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT

4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

MASTER AGREEMENT

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,

MASTER AGREEMENT

not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

MASTER AGREEMENT

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

AT&T MA Reference No. _____
AT&T PS Reference No. T3YKXB

Customer	AT&T
Jefferson County Street Address: 1149 Pearl Street; 7 th Floor City: Beaumont State/Province: TX Zip Code: 77701 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: John Ferrara Title: Systems Administrator Street Address: 1149 Pearl Street, 6 th Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA Telephone: 409-835-8675 Fax: Email: jferrara@co.jefferson.tx.us Customer Account Number or Master Account Number:	Name: Natasha Pratt Street Address: 6500 West Loop South, 5.3 City: Bellaire State/Province: TEXAS Zip Code: 77401 Country: USA Telephone: 7135678508 Fax: 7135678450 Email: nl5132@att.com Sales/Branch Manager: SCVP Name: Scherer Sales Strata: GEM Sales Region: SW <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%)** or less of the total traffic on any Service.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

This Pricing Schedule shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Pricing Schedule, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name: GABRIELA RATULOWSKI Contract Management
Title:	Title:
Date:	Date: 5/20/15 <i>136P4RX</i>

For AT&T internal use only:

Contract Ordering and Billing Number (CNUM):

Please sign by March 31, 2015.

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM	
Service Provider	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Texas	AT&T Texas Service Publications, including Access Service Tariff, Section 20	http://cpr.att.com/pdf/tx/tx.htm

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	Non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	60 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication

4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

Please sign by March 31, 2015.

AT&T SWITCHED ETHERNET SERVICES™ (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	55% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES and CHARGES; QUANTITIES; INITIAL SITE and SERVICE CONFIGURATION

See Attachment A.

Please sign by March 31, 2015.

AT&T SWITCHED ETHERNET SERVICESSM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A – Texas
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Jefferson County

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 100 Mbps / Basic / EYQEX	4	-	\$ 258.75	\$ 1,035.00	\$ 1,925.00	\$ 0.00	\$ 0.00
Customer Port Connection - 1 Gig / Basic / EYQFX	1	-	\$ 382.50	\$ 382.50	\$ 2,100.00	\$ 0.00	\$ 0.00
20Mb CIR / RealTime - Basic Only / R6EDX	4	-	\$ 531.00	\$ 2,124.00	\$ 150.00	\$ 0.00	\$ 0.00
250Mb CIR / RealTime - Basic Only / R6EQX	1	-	\$ 954.00	\$ 954.00	\$ 150.00	\$ 0.00	\$ 0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$ 4,495.50			\$ 0.00
*Any difference between the standard NRC and the billed NRC has been waived.							
If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.							

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3 Initial New and Existing Sites and Service Configuration

Pricing available only at the Service Sites specified below.

Please sign by March 31, 2015.

AT&T SWITCHED ETHERNET SERVICESSM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	New or Existing Service
1.	1149 PEARL ST	BEAUMONT	TX	New
2.	5030 HWY 69 S	BEAUMONT	TX	New
3.	820 NECHES	BEAUMONT	TX	New
4.	525 LAKESHORE DR	PORT ARTHUR	TX	New
5.	860 4TH ST	PORT ARTHUR	TX	New

Table 2 – Associated Service Components to Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
1.	1 Gbps Basic	250 Mbps	Real-Time	[Select]
2.	100 Mbps Basic	20 Mbps	Real-Time	[Select]
3.	100 Mbps Basic	20 Mbps	Real-Time	[Select]
4.	100 Mbps Basic	20 Mbps	Real-Time	[Select]
5.	100 Mbps Basic	20 Mbps	Real-Time	[Select]

Table 3 – Associated Features to Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1.	[Select]	[Select]	[Select]	[Select]	[Select]
2.	[Select]	[Select]	[Select]	[Select]	[Select]
3.	[Select]	[Select]	[Select]	[Select]	[Select]
4.	[Select]	[Select]	[Select]	[Select]	[Select]
5.	[Select]	[Select]	[Select]	[Select]	[Select]

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PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 8th day of June, 2015, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

Julie Rogers "Gift of Life" Program

June 2015 • National Men's Health Month Proclamation

Jefferson County

WHEREAS, National Men's Health Month is an awareness initiative to inform the public about men's preventable health problems and to encourage early detection and treatment of diseases; and

WHEREAS, on the average, American men live sicker and die younger than American women, despite advances in medical technology; and

WHEREAS, in June, the Gift of Life and Baptist Hospitals of Southeast Texas will conduct healthcare screenings for men to advance their overall health and wellness at targeted screening locations in Beaumont, Port Arthur and Orange; and

WHEREAS, prostate cancer is one of the most common cancers among American men, with one in six men being diagnosed with prostate cancer in their lifetime; and

WHEREAS, in 2015, more than 230,000 men are expected to be diagnosed with prostate cancer and an estimated 29,000 will die from this disease; and

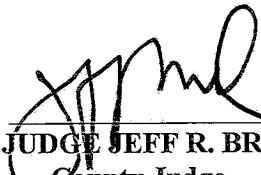
WHEREAS, the Gift of Life Program, along with its regional medical partners, will provide medically underserved Southeast Texas men free healthcare services that include PSA (protein-specific antigen) tests, blood glucose, cholesterol and HIV screenings, blood pressure, Hepatitis C and on-site consultations with medical professionals, augmented by educational materials that encourage healthy lifestyles; and

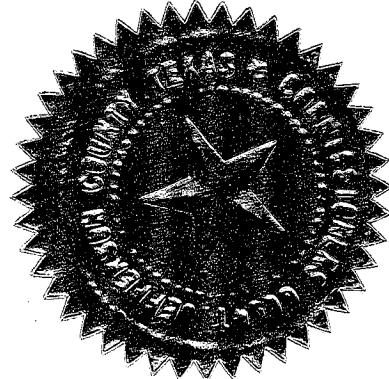
WHEREAS, since 2000, more than 8,000 Southeast Texas men have been provided free Gift of Life prostate cancer screenings, helping to extend the lives of more than 60 men who were diagnosed with cancer and provided access to treatment; and

WHEREAS, the Gift of Life provides extensive educational outreach programming in seven counties; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, does hereby proclaim June 2015 as Men's Health Month and Monday, June 1, 2015, as the Gift of Life Program's Men's Health Awareness Day in Jefferson County, and we urge all men in our community to pursue preventative health practices and early detection effort.

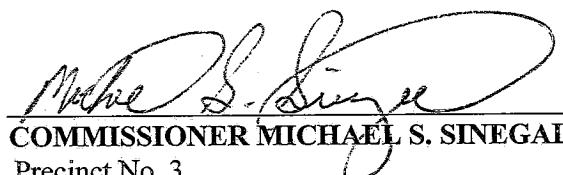
Signed this 8th day of June, 2015.

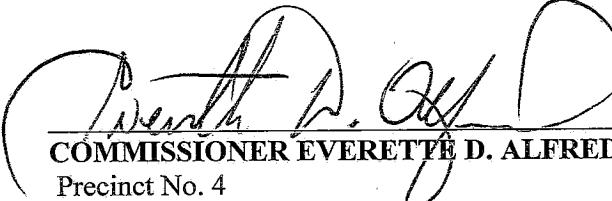

JUDGE JEFF R. BRANICK
County Judge




EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD
Precinct No. 1


BRENT A. WEAVER
COMMISSIONER BRENT A. WEAVER
Precinct No. 2


MICHAEL S. SINEGAL
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


EVERETT D. ALFRED
COMMISSIONER EVERETT 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 8th day of June, 2015, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following RESOLUTION was adopted:

JIM SUTHERLIN

WHEREAS, Jim Sutherlin was appointed by the Texas Parks and Wildlife Department as the Area Manager/Project Leader in August, 1990 and he immediately engaged in efforts to reduce the impacts of industrial development on coastal marshes by working to get pipeline companies to reduce their footprints on the marsh; and

WHEREAS, Jim Sutherlin began working tirelessly for the Keith Lake Fish Pass Project in about 1999, because he recognized the need to expand efforts to conserve and restore the entire Salt Bayou Watershed and he was so determined in this effort that he said, "I will not retire until the Keith Lake Fish Pass is done;" and

WHEREAS, Jim Sutherlin oversaw the cleanup of state wildlife management areas after 2 major hurricanes, and provided assistance to the rescue and clean up efforts in the immediate aftermath, he has continued to work constantly to restore the damage caused by these storm surges ever since; and

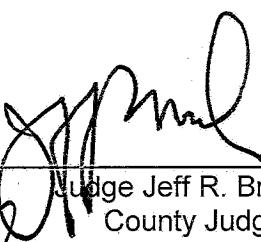
WHEREAS, Jim Sutherlin has been a great advocate for marsh restoration and the preservation of our natural and ecological resources in Southeast Texas which are vital for the protection of Jefferson County; and

WHEREAS, Jim Sutherlin has always been ready to regale anyone who'll listen to the history of the area, and to relate the importance of these marshes not only to duck hunting and fishing, but to protecting the coastal community and has always made himself available to other agencies and associations to provide his expertise.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend Jim Sutherlin, for his dedicated service Jefferson County and the State of Texas and we congratulate him on his retirement and we wish him well in all his future endeavors.

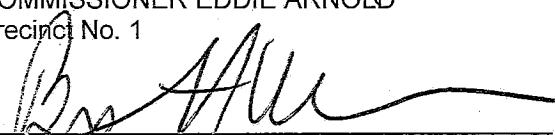
June

Signed this 8th day of, 2015


Judge Jeff R. Branick
County Judge




COMMISSIONER EDDIE ARNOLD
Precinct No. 1

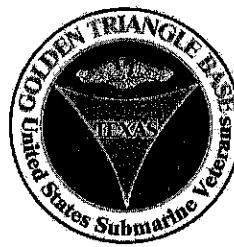

COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****June 8, 2015**

Receive a presentation and possibly approve and receive a gift from Keith Seiser, USN Retired, Commander of the Golden Triangle Chapter of the United States Veterans in the amount of \$8,000.00 to be used at the Golden Triangle Veterans Memorial Park to purchase an engraved memorial stone to be displayed with the torpedo exhibit, pursuant to Local Government Code Sec. 81.032.



To: JEFFERSON COUNTY COMMISSIONERS COURT

Re: SUBMARINE SERVICE DISPLAY

Greetings,

In efforts to complete the long journey from beginning to finish product, United States Submarine Veterans Inc., Golden Triangle Base would like to once again call on the court to help complete efforts to honor our nations' submarine service losses. Thanks to Jefferson County Commissioners Court, local businesses, and many individuals, we have come a long way since the start. We hope this last final push will complete efforts that started over two years ago.

Attached is a conceptual drawing and inscription of what we hope to be a fitting memorial stone to be placed at or near existing MK-16 torpedo displayed at Golden Triangle Veteran's Memorial Park located at 8100 Gulfway Drive in Port Arthur.

Our intentions are to donate a check in the amount of \$8000.00 to be used specifically for purchase and display of above memorial stone. We are sure that many park attendees will have a new sense of appreciation of sacrifices made in submarine service as a result of knowledge gained from this most fitting tribute.

Respectfully,
William P. Wells
USSVI Golden Triangle Base
Secretary/Treasurer

United States Submarine Service

In WWII, American submarines represented less than two percent of total US Naval Forces and are credited with sinking fifty-five percent of enemy shipping totaling one third of enemy naval forces.

Submarines continue to be on the forefront of our nations defence.

Dedicated to all who served

In memory of those on
Eternal Patrol

USS Albacore (SS-218) loss of 85	USS Fo-1 (ex-CASEY) (SS-20) loss of 19	USS Herring (SS-233) loss of 93	USS S-228 (SS-413) loss of 49	USS Shark (SS-174) loss of 59
USS Ambon (SS-219) loss of 72	USS Fox (ex-CASEY) (SS-22) loss of 16	USS Kite (SS-348) loss of 67	USS S-45 (SS-45) loss of 9	USS Shark (SS-174) loss of 57
USS Argonaut (SS-169) loss of 92	USS Fly (SS-240) loss of 78	USS Larrimo (SS-371) loss of 35	USS S-38 (SS-46) loss of 10	USS Brook (SS-278) loss of 84
USS Baffin (SS-215) loss of 81	USS Goliath (SS-351) loss of 82	USS Oce (SS-48) loss of 2	USS S-4 (SS-45) loss of 40	USS Squid (SS-182) loss of 28
USS Bonita (SS-223) loss of 95	USS Sampus (SS-207) loss of 71	USS Oar (SS-70) loss of 33	USS S-44 (SS-156) loss of 58	USS Stackback (SS-159) loss of 10
USS Bullard (SS-332) loss of 84	USS Grayback (SS-310) loss of 89	USS P-5 (SS-119) loss of 0	USS S-5 (SS-119) loss of 0	USS Swords (SS-153) loss of 60
USS Capelin (SS-289) loss of 75	USS Gurnard (SS-295) loss of 76	USS Parcher (SS-177) loss of 74	USS S-35 (SS-162) loss of 33	USS Taw (SS-308) loss of 78
USS Chivo (SS-260) loss of 75	USS Gurnard (SS-247) loss of 0	USS Pampus (SS-461) loss of 77	USS Scanp (SS-277) loss of 53	USS Thresher (SSN-603) loss of 124
USS Cochino (SS-349) loss of 1	USS Growler (SS-215) loss of 85	USS Ro-12 (SS-38) loss of 42	USS Scorpion (SS-278) loss of 76	USS Trigger (SS-277) loss of 80
USS Corvina (SS-225) loss of 82	USS Gurnard (SS-265) loss of 70	USS Robalo (SS-273) loss of 77	USS Scorpion (SS-459) loss of 90	USS Triton (SS-201) loss of 74
USS Darter (SS-227) loss of 0	USS Gurnard (SS-279) loss of 78	USS Romer (SS-279) loss of 78	USS Scorpion (SS-419) loss of 40	USS Trout (SS-260) loss of 51
USS Dorado (SS-248) loss of 76	USS H-1 (SS-239) loss of 19	USS S-228 (SS-310) loss of 45	USS Sealion (SS-419) loss of 4	USS Tullibee (SS-264) loss of 73
USS Escalope (SS-264) loss of 82	USS H-2 (SS-267) loss of 79	USS S-227 (SS-322) loss of 0	USS Seawolf (SS-417) loss of 82	USS Wahoo (SS-223) loss of 80

**AGENDA ITEM****June 8, 2015**

Consider and possibly approve a Resolution adopting the 2015 Fair Housing Activity Statement for Jefferson County.



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 8th day of June 2015, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

A RESOLUTION APPROVING THE 2015 AMENDED FAIR HOUSING ACTIVITY STATEMENT-TEXAS ACTION PLAN AS PART OF JEFFERSON COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, Jefferson County, Texas has the responsibility to affirmatively further Fair Housing and supports Fair Housing within its County limits; and

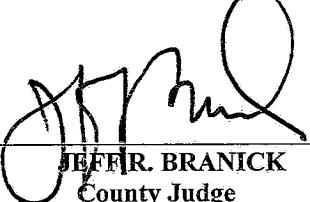
WHEREAS, Jefferson County appointed citizens to a Fair Housing Work Group Committee to discuss Fair Housing issues and impediments within the County and develop a Fair Housing Activity Statement -Texas Action Plan; and

WHEREAS, the Jefferson County Fair Housing Activity Statement-Texas Action Plan was approved by the Texas General Land Office; and

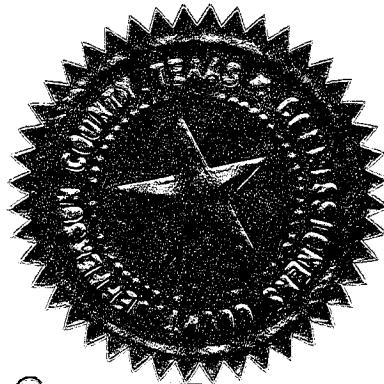
WHEREAS, the Jefferson County has continued to amend the Fair Housing Activity Statement as deemed necessary to carry out the obligations and purposes of affirmatively furthering fair housing; and

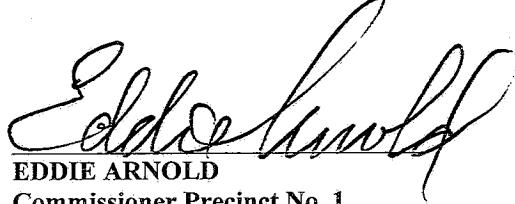
NOW THEREFORE, BE IT RESOLVED, by the Commissioners Court of Jefferson County that the attached Amended Fair Housing Activity Statement -Texas Action Plan be and is hereby approved.

SIGNED this 8th day of June, 2015.

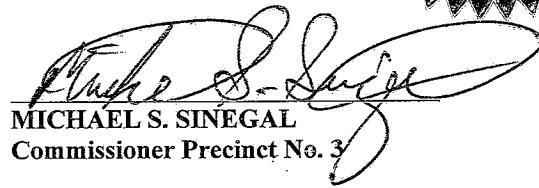


JEFFIR. BRANICK
County Judge

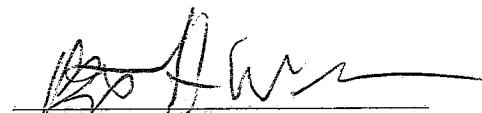




EDDIE ARNOLD
Commissioner Precinct No. 1



MICHAEL S. SINEGAL
Commissioner Precinct No. 3



BRENT A. WEAVER
Commissioner Precinct No. 2



EVERETTE D. ALFRED
Commissioner Precinct No. 4

**Fair Housing Activity Statement
Jefferson County Texas
Amended 2015**

Recognizing that each jurisdiction is unique, this Fair Housing Activity Statement - Texas is intended to be used in conjunction with the Analysis of Impediments, Phase I as a form to help the applying jurisdictions perform assessments of their impediments to fair housing choice, plan actions to address identified impediments, and communicate their plans to the State of Texas and HUD.

BEFORE beginning to fill out this form, each jurisdiction should:

- (1) Participate in the regional FHAST Form training.
- (2) Review the 2010 Texas Interim Phase I AI in detail;
- (3) Gather relevant information (see instructions in Appendix A);
- (4) Convene a FHAST Working Group to assess the data collected in #2 and fill out the FHAST form (see instructions in Appendix A.)

<u>Impediment #1</u>	Protected classes may experience disparities in home mortgage lending and high cost loans.
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No local action is required at this time. Our housing funds are administered by SETRPC. See attached 2010 Demographic and Housing Data – Exhibit 1 previously provided.

<u>Impediment #2</u>	There is inadequate information available to the real estate community, governments and the public about fair housing requirements and enforcement procedures.
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No local action is required at this time. See answer to Number 1

<u>Impediment #3</u>	The public is not sufficiently aware of their Fair Housing rights and how to obtain the assistance necessary to protect those rights.
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1. Consistent with the Fair Housing Act, the State of Texas, and funded sub-recipients should continue to promote and conduct events to celebrate April as Fair Housing Month, and direct sub-recipients to do the same. These events can demonstrate support for fair housing and build awareness.

We will commit to undertake Fair Housing Month activities. (Check all that apply.)

Passage of a resolution by our governing body. **We will continue to adopt Resolutions recognizing Fair Housing Month**

Activities in schools.

Placing posters in public buildings.

Governing body will hold a special hearing to solicit input from the community. **We will collaborate with cities to hold hearings.**

Other. Please specify. **We will use our Dispute Resolution Center to handle fair housing complaints.**

When will you undertake these activities? **To be ongoing**

Not Applicable (Explain)

2. Consistent with the Fair Housing Act, the State of Texas and funded sub-recipients have historically conducted fair housing activities at various times of the year and should continue to fund, depending on sufficient appropriations, or collaborate with public and private agencies, organizations and groups to plan and conduct fair housing activities.

We will conduct/sponsor/fund in fair housing activities at various times of the year other than "April as Fair Housing Month". Attach a description of these activities and identify the organizations and agencies you have worked with.

When will you do this? **To be ongoing**

Not Applicable (Explain)

Impediment #4 "Not in my Backyard" (NIMBY) may be an impediment to fair housing in Texas communities.

1. NIMBY opposition needs to be anticipated and planning and outreach should occur on the front end of projects. To mitigate defensive and reactive responses, planning should include strategies for education, outreach and marketing that provide accurate information and promote the positive aspects and benefits of affordable housing to build support among community residents.^[1]
2. The Department of Housing and Urban Development (HUD) provides extensive information about Fair Housing and examples at www.hud.gov. Generally communities should consider:
 - Working with local officials, editorial boards, religious and civic organizations and other community leaders to initiate education programs.
 - Seeking opportunities to present information to community organizations by requesting to be placed on their meeting agendas.
 - Including a visit to the Group Home residence as part of an education program.
 - Answering all questions.

- Talking with local neighborhood leaders, including elected representatives, and setting up a neighborhood meeting.
- Setting up a liaison committee consisting of advocates, group residents, and neighborhood residents to discuss issues.
- Identifying areas that meet AFFH targets where the community supports development, has worked with community groups and potentially uses funds to assist the development of multi-family affordable housing.

We have developed an anti-NIMBYism action plan. [Attach a copy or description]

We will develop an anti-NIMBYism action plan. [Designate who will be responsible for developing this plan.]

When will you do this? 2011 2012 2015 We have continued to maintain this plan since 2010.

Not Applicable (Explain) **No local action is required at this time. The County provides a Public Forum for Organizations and Interested Groups to present their views, provide educational material, and voice their concerns to the Commissioners Court. The Court's Fair Housing Community will re-evaluate the need to establish a formal anti-NIMBYism Plan during the annual review of the County's Fair Housing Activity Statement.**

Impediment #5

Certain governmental policies and practices **may** not meet current HUD policy concerning affirmatively furthering fair housing. Jurisdictions should act to ensure that their policies and procedures affirmatively further fair housing, address mal-distribution of resources, and that they do not unnecessarily impact housing choice.

1. As part of certifying that a community is affirmatively furthering fair housing, jurisdictions that have long-term infrastructure plans should review them to determine if the plan promotes racial concentrations or otherwise inadvertently results in disparate treatment of members of protected classes. While not intended to direct a community to hire a consultant, it is anticipated that a community will review its long-term infrastructure plans as part of this recommended action. In reviewing the project list (Appendix F of the Phase 1 AI) there are many projects that are listed as being of community-wide benefit. The records do not indicate the actual location of projects or provide adequate discussion of how the projects benefit the entire community.

We have a long-term infrastructure plan and will review the plan to determine if it promotes racial concentrations or otherwise inadvertently results in disparate treatment of members of protected classes as it relates to the availability of housing.

When will you do this? 2011

Not Applicable (Explain)

- We have already collected information on the locations of protected populations and have adequate information for insuring that new projects with "citywide benefits" will not perpetuate illegal differences in treatment.
- We will use the information in the AI to ensure that proposed projects do not perpetuate illegal differences in treatment.

When will you do this? 2011 **This will be ongoing**

Jefferson County has adopted the Jefferson County Section 3 Plan required by the Texas General Land Office and Section 3 of the Housing and Urban Development Act of 1968 for recipients of Disaster Recovery Funding. Our grant administrator will assure compliance

- Not Applicable (Explain)

2. As it has been determined under federal law that Fair Housing applies to all federal housing and community development funds, to reduce "siloing" the fair housing component into only housing-related programs, fair housing should be considered in all activities for all local community planning staff.

- We have determined that consideration of Fair Housing implications has already been incorporated into all aspects of planning in this jurisdiction. [Please attach supporting documentation.]
- We will review and insure that Fair Housing implications are addressed in all aspects of planning in this jurisdiction in a manner consistent with the guidelines provided by the state at the FHAST form training and maintain documentation of that review.

When will you do this? 2011 2012 2013 **This will be ongoing through 2015 and subsequent years**

- Not Applicable (Explain)

3. It would be beneficial for local elected officials to require senior staff of any subrecipient such as a city or county—including managers and attorneys—to receive available Fair Housing training within the first 12 months of their employment or engagement.

- We have a policy in place providing for all senior staff – including managers and attorneys – to receive Fair Housing training within their first 12 months on the job, and for long-term senior staff to receive regular updated training. [Attach copy of policy]
- We do not have such a policy and will develop and implement one.

When will you do this? 2011 2012 2013

Not Applicable (Explain) **We will continue to send responsible staff members to available fair housing training as same is made available.**

4. As part of what is usually a common initial training by the associations that provide education opportunities for newly-appointed board members or newly-elected council or commissioners court members of cities and counties, the state should request that training include specific information on the Fair Housing Act—with a discussion of affirmatively furthering fair housing obligations.

No local action is required at this time.

5. Local communities should consider limiting the concentration of infrastructure improvements like wastewater treatment, solid waste disposal, or similar necessary but not desirable infrastructure projects in residential areas where there are concentrations of protected classes.

- We have an official policy that limits the concentration of certain infrastructure improvements. [Attach a copy.]
- We have official policies and procedures that take the location of protected classes into account when deciding where to locate undesirable infrastructure improvements. [Attach a copy.]
- We do NOT have limits on the concentration of undesirable infrastructure improvements or policies and procedures that take the residential location of members of protected classes into account, but will develop formal limits or official policies and procedures.

When will you do this? 2011 2012 2013

Not Applicable (Explain) **We will use available funding to comply. The County does not own and operate water and/or sewer systems. Major drainage improvements are provided through Jefferson County Drainage District 6 and Drainage District 7. The only major infrastructure that the County owns and operates are the County Road and Bridge System, the County Justice Center and Ford Park. The County has a long history of sponsoring TCDP applications on behalf of the various water/sewer providers in the unincorporated areas of the County and drainage improvements. Please refer to TCDP Project Summaries List.**

6. Communities electing to provide publicly financed housing incentives should be requested to call for recipients to engage in affirmative marketing.

- We have a policy requiring Affirmative Marketing Plans from developers seeking tax abatements or other supports for new housing.

We do not have such a policy and will develop and implement one.

When will you do this? 2011

X Not Applicable (Explain) The County does not provide financing but we use our Model Subdivision Rules and Regulations to support fair housing and we participate in a mortgage certificate program.

7. If a jurisdiction is a non-entitlement community, when working in LMI areas to replace roads or other infrastructure, the jurisdiction should consider making application for additional sources of funding to provide assistance to repair substandard housing associated with the project (i.e., TDHCA or HUD.)

X We formally consider accessing supplementary funds when infrastructure proposals are developed. [Attach policies.] We will continue to adhere to CDBG guidelines. Please refer to our answer to Impediment #5 (1) above.

We have not consistently done this in the past and we will develop a process to formally consider making housing funding applications when funds for infrastructure projects are sought.

When will you do this? 2011 2012 2013

Not Applicable (Explain)

8. Most infrastructure projects take into account items like curb cuts, sidewalks, hearing and visually impaired indicators at intersections. When approving non-federally funded projects, similar special needs construction should be required for infrastructure improvements. Projects should also address other legacy discrimination issues, such as accessibility in public areas like courthouses, community centers and other high traffic areas.

X We currently require that applications for non-federally-funded infrastructure projects are ADA compliant and address other legacy discrimination issues.

We do not have such a requirement. We will develop one.

When will you do this? 2011

Not Applicable (Explain)

9. Each jurisdiction applying for Community Development Block Grant funds or other federal housing and community development funds should submit a Fair Housing Activities

Statement – Texas (FHAUT) with their application, reviewing their infrastructure needs and housing needs and how the proposed activity promotes fair housing or results in more equitable treatment of protected classes. Projects with community-wide benefits should be accompanied by explicit commitments on the part of the local jurisdictions to undertake additional activities to affirmatively further fair housing along with a monitoring and reporting process.

We submit a FHAST form.

When will you begin to do this? 2011 and we will continue to do so in all subsequent years.

Not Applicable (Explain)

10 As part of the non-housing disaster recovery program, jurisdictions should consider low-income areas and areas populated principally by members of protected classes to determine the potential for flooding and consider making infrastructure expenditures to help protect the impacted communities—including colonias.

We have reviewed LMI areas and areas populated principally by members of protected classes, and prioritized infrastructure expenditures to help protect the impacted communities—including colonias. **We do not have colonias**

We have not done this in the past but will conduct such a review and consider these infrastructure projects in the future.

When will you do this? 2011

Not Applicable (Explain)

11. If applicable, all policies should be reviewed regarding denying applicants' access to disaster recovery CDBG funds if their residence is located in the flood plain. If the policy does not allow participation by restricting building in flood plains, then the policy should be assessed to see if alternative housing programs could be implemented for the residents. Local jurisdictions should analyze the results and see if protected classes are more frequently harmed by flood plain restrictions. This action does not apply to the GLO CDBG Disaster Relief Fund that limits property purchase "unless TXCDBG receives satisfactory evidence that the property to be purchased was not constructed or purchased by the current owner after the property site location was officially mapped and included in a designated flood plain."

We have completed this review and analysis and will take action on our findings.

We have not completed this review and analysis. We will do so and take appropriate actions based on our findings for Round 2 programs.

When will you do this? 2011

Not Applicable (Explain)

12. When an entire community is in a flood plain, the community should establish clear standards that allow for proper elevation or relocation, and that also allows for visitability/special needs considerations consistent with state^[3] and federal law.

- We have established clear standards that allow for proper elevation of homes or for relocation, and also allow for visitability/special needs considerations consistent with state and federal law. [Attach documentation.]
- We have not developed these standards but will do so for Round 2 programs.

When will you do this? 2011

Not Applicable (Explain) **We do not have any entire communities located within a flood plain.**

13. Local jurisdictions that accommodated the relocation of disaster survivors resulting in concentrations of protected class survivors in specific areas should establish Moving to Opportunity Programs and include renters in their Moving to Opportunity Programs as defined under Round 2.

- This action step applies to our jurisdiction. We will establish a Moving to Opportunity Program for disaster survivors as part of our Round 2 housing recovery program.

When will you do this? 2011

Not Applicable (Explain) **We assisted displaced persons who were in transit but did not attempt to relocate them. We do not administer any housing programs. The County provided shelter to 1,500 persons at Ford Park Arena for victims of Hurricane Katrina. Ford Park Arena was used as a public shelter including persons with special needs and a Resource Center for agencies providing human services for victims of both Hurricane Katrina and Hurricane Rita. We will continue to provide transportation for those in need of being evacuated during any ordered evacuation to relocate them to safe areas.**

14. Consistent with the process established in the Conciliation Agreement, local jurisdictions and state agencies should work together to determine a demographic and economic profile of victims of the natural disaster and establish goals for assisting these populations in no less than the proportions they were impacted by the disaster. These goals

^[3] Texas Government Code Section 2306.514

should be performance goals and disaster recovery funds should be extended incrementally in a manner to ensure that these populations are equitably assisted with benefits.

We will cooperate with state agencies to carry out this action step.

When will you do this? 2011 as an ongoing effort

Not Applicable (Explain)

15. All infrastructure programs funded with disaster recovery funds should be designed so that any publicly accessible infrastructure projects and associated facilities are fully accessible to persons with disabilities.

We have established clear policies and procedures to insure that all infrastructure programs funded with disaster recovery funds will be designed so that any publicly accessible infrastructure projects and associated facilities are fully accessible to persons with disabilities. [Attach documentation.]

We have not developed these standards and policies; we will do so for Round 2 infrastructure projects. The person or entity responsible for developing these standards will be _____.

When will you do this? 2011

Not Applicable (Explain) County infrastructure projects do not include housing but the County does adhere to the ADA requirements for its buildings and any CDBG requirements. The County has adopted The International Building Code for structure in the unincorporated areas. The County Engineering Department provides information in the Building Codes and Flood Plain Management for the County.

16. Consistent with the Conciliation Agreement, family and elderly public housing units damaged or destroyed by the disaster should be reconstructed or repaired in a manner that affirmatively furthers fair housing utilizing disaster recovery funds within 24 months of approval of the initial application for disaster recovery assistance for the local jurisdiction.

We affirm that family and elderly public housing units damaged or destroyed by the disaster will be reconstructed or repaired in a manner that affirmatively furthers fair housing utilizing disaster recovery funds within 24 months of submission of the initial application for disaster recovery assistance by the local jurisdiction.

Not Applicable (Explain) We do not administer any funding regarding reconstruction of housing.

Impediment #6

Governmental entities at all levels do not appear to have been proactive in the enforcement of both the Fair Housing Act and the obligation to affirmatively further fair housing. The State and subrecipients should implement a robust and effective structure for identifying and pursuing suspected violations.

- Given the potential for increase in Fair Housing enforcement action by federal and state agencies and private organizations, an ongoing fair housing testing program for areas that receive federal housing and community development funds could be beneficial to protect state agencies and sub-recipients from potential repayment. Fair housing enforcement is a valid use of CDBG funding and can be used to establish testing programs by agencies trained in HUD testing procedures. The state, or local jurisdictions combining together, should consider conducting tests in areas that include the following: steering in sales and rental; the denial of and different terms and conditions based on race, national origin, familial status, and disability in sales and rental; predatory and disparate terms and conditions in lending and insurance; and foreclosure modification schemes targeting minority neighborhoods. The state should also consider education to applicable entities on self-testing and self-correction.

- We currently have a testing program for Fair Housing violations. For more information.
- We do not have a testing program for Fair Housing violations and plan to establish one.

When will you do this? 2011 2012 2013

Not Applicable (Explain) **The County does not administer any housing programs. The Beaumont Public Housing Authority and Port Arthur Housing Authority operate the HUD Section 8 Program. The County will encourage South East Texas Regional Planning Commission to establish a regional Fair Housing Testing Center to serve its members.**

- TDHCA should, as a pilot program, allocate funds to independent third parties or a combined jurisdiction team identified in point 1 of this section to provide similar testing to determine if additional enforcement is necessary.

No local action is required at this time.

- Impacted agencies that provide certification that they are affirmatively furthering fair housing as required by federal law, should consider publishing a public document on enforcement that provides the public and communities with a clear description (and chart) of the state and Federal Fair Housing Act.

On documents concerning housing and community development programs that are provided to the public, we will list fair housing enforcement

contacts and procedures consistent with the State suggested language when it is provided in 2011.

When will you do this? 2011 and will continue to do this

Not Applicable (Explain)

4. Each community should place on its website (if one is available) the contact, at the local, state, and federal levels, for reporting a Fair Housing complaint, if citizens believe they were victims of housing discrimination.

We have published the contact information – at the local, state and federal levels – for reporting a Fair Housing complaint. [Attach a copy or URL.]

We have not done so but will do so.

When will you do this? 2011 and in subsequent years.

Not Applicable (Explain)

5. Each local jurisdiction should publish on its website a clear statement, approved jointly by TDHCA, expressing the jurisdiction's obligation to affirmatively further fair housing and providing a method for reporting suspected noncompliance to the state and to HUD. The jurisdiction's contact person should be able to refer to clear local Fair Housing procedures for the complaint process, keep logs and records of all inquiries, allegations, complaints and referrals. These reports should be sent to the appropriate funding agency. Where these reports show that a jurisdiction has administered programs inconsistently with the AI and had the effect of discouraging applications from members of protected classes who are deemed eligible under the plan for assistance, affirmative marketing plans should be developed and submitted to the appropriate agency.

We have published a policy statement expressing our jurisdiction's obligation to Affirmatively Further Fair Housing. [Attach a copy or URL.]

We will publish a policy statement consistent with the language the State provides in 2011. and we will continue to use our Dispute Resolution Center who will track fair housing complaints.

When will you do this? 2011

Not Applicable (Explain)

- We have developed clear procedures for the Fair Housing complaint process.
[Attach a copy]

- We will develop clear procedures for the Fair Housing complaint process once more guidance is given by the State in 2011.

When will you do this? 2011

Not Applicable (Explain) **We will continue to assist in referring complaints to appropriate authorities.**

- We keep complete logs and records of all Fair Housing inquiries, allegations, complaints and referrals and have a policy statement about these legal records.
- We will begin keeping required logs and records.

When will you do this? 2011

Not Applicable (Explain) **See answers above**

- We have remedial procedures for developers, landlords, home sellers and others whose actions may be inconsistent with Fair Housing laws and regulations.
- We do not have remedial procedures but will develop them. The agency or person who will be responsible for developing these procedures is _____.

When will you do this? 2011

Not Applicable (Explain) **We do not have the legal authority to enforce regulations except through the Subdivision ordinances and and FEMA Flood Plain Management regulations through the County Engineering Department.**

Impediment #7	Many local jurisdictions have zoning codes, land use controls, and administrative practices that may impede fair housing choice and fail to affirmatively further fair housing.
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1. The law anticipates that ordinances creating disparate impact should also be reviewed for change. If a disparate impact is determined to exist by the local jurisdiction, it could repeal or amend the restriction, use public funds to offset the cost through homebuyer assistance programs, or waive fees or other offsets to make the home more affordable.

We recently conducted or updated a Fair Housing Review of our ordinances and codes.

We have not done so but will conduct a review

We have a policy statement/guidance for those responsible for developing codes/ordinances that reminds them to consider and document the Fair Housing/AFFH implications of any new rule.

We do not have such a policy/guidance but will develop one when suggested guidelines are provided by the State in 2011.

When will you do this? 2011

Not Applicable (Explain) **The County does not administer any housing programs. The County has provided incentives for housing growth outside the concentration of dilapidated older neighborhoods by assisting Water and Sewer provided in the unincorporated areas to extend water and sewer services to underserved areas. The County has sponsored various TCDP grants that resulted in affordable housing choices and will continue to do so as requested.**

2. To help limit concentrations that could be considered impediments to affirmatively furthering fair housing, jurisdictions that have long term planning documents for housing growth or redevelopment, or revitalization plans, should consider allowing or encouraging mixed income affordable housing in the plan and provide incentives for development of this type of housing in areas that are not concentrated.

We recently conducted a Fair Housing Review and took/are taking appropriate action concerning our planning documents. [Attach a list of plans reviewed, a summary of findings, and actions you will take to remove impediments]

We have not done so but will conduct a Fair Housing Review after the State provides suggested guidelines in 2011.

When will you do this? 2011

Not Applicable (Explain) **The County does not administer any housing programs.**

We have identified residential areas that show concentrations or underrepresentation of protected groups, and we encourage mixed-income affordable housing and other strategies to widen housing choice throughout our jurisdiction.

- We have not done so but will include this in our FHAST plan once guidelines are provided by the State in 2011.

When will you do this? 2011 2012 2013

- Not Applicable (Explain)

3. Local jurisdictions seeking CDBG Disaster Recovery funds from the state should consider offering expedited permitting and review processes for affordable housing projects within high opportunity target zones.

- We currently offer incentives to developers to locate affordable housing projects in high opportunity neighborhoods and prevent overconcentration.
- We have not done so but will.

When will you do this? 2011 2012 2013

Not Applicable (Explain) **The County does not administer any housing funding or projects.**

Impediment #8	Inadequate planning for re-housing after an emergency situation creates a situation where persons who are uninsured or under-insured, low income, or special needs can be displaced for long periods of time.
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1. Some legislators, the Sunset Commission, and communities acknowledge that while temporary disaster housing is a federal program, Texas should continue to provide guidance to local governments on additional planning that needs to be done as part of the emergency preparedness planning to most efficiently work with FEMA.

No local action is required at this time.

2. As much of what FEMA has previously offered is travel trailers or manufactured housing, local governments should review their zoning requirements or other land use provisions that restrict temporary housing or housing on an existing lot during the building process and look at potential waivers that do not risk or negatively impact health, safety, and welfare during a period after disasters so that low income persons can move back to their existing communities with temporary housing while waiting for redevelopment.

- We have reviewed our zoning requirements and other land use provisions and have provided waivers or other accommodations for post-disaster housing.

We have not done so but will review our zoning and look at potential waivers.

When will you do this? 2011 2012 2013

Not Applicable (Explain) **We have assisted those attempting to secure temporary FEMA housing to be located in flood plains and on lots owned by those persons and we will continue to do so.**

Impediment #9	There are impediments in public and private actions and private attitudes to housing choice for persons with disabilities.
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1. To meet federal Fair Housing requirements for zoning and neighborhood uses, jurisdictions should look to determine if there are direct or indirect limitations in codes that would prevent facilities or personal residences from providing assistance or communities of choice or service-enriched environments that directly impact special needs persons.
2. Local jurisdictions should work to ensure that zoning or code requirements do not unnecessarily impose stricter commercial building requirements, such as emergency access or protection services, on group homes, thereby dramatically increasing housing costs for persons with special needs.

We have reviewed our codes and ordinances and have addressed/are addressing any impediments relating to special needs persons, including (1) rules that might prevent facilities or personal residences from providing assistance or communities of choice or service-enriched environments that directly impact special needs persons, and (2) rules that might unfairly increase the costs to special needs persons.

We have not done so but will conduct a review and address any impediments identified once guidelines are provided by the State **in** 2011.

When will you do this? 2011

Not Applicable (Explain) **The County does not have any zoning or code requirements referred to herein, except for the Infrastructure Building Code and Subdivision ordinances. Jefferson County successfully requested and implemented a TCDP grant to provide housing rehabilitation and modification to persons with disabilities. This project allowed persons with disabilities to remain in their homes. Please refer to the attached TCDP Project Summary. Also, the County assisted in the Construction of the Daybreak Center to help meet the mental health needs of the residents of Jefferson County.**

3. Local jurisdictions should consider coordinating with the legislatively created Housing and Health Services Coordination Council for best practices on working with supportive services.

We agree to coordinate with the legislatively created Housing and Health Services Coordination Council staffed by TDHCA for best practices on working with supportive services.

When will you do this? 2011 2012 2013 **Whenever this is offered.**

Not Applicable (Explain)

Impediment #10 There are barriers to mobility and free housing choice for Housing Choice Voucher holders including: inadequate tenant counseling services and mobility assistance, failure of PHAs to apply for the FMR pilot demonstration funds, and government policies, procedures, and regulations that tend to decrease participation by private housing providers and to restrict available housing to "racially or low-income populated neighborhoods" with little access to economic, educational, or other opportunity.

No local action beyond compliance with Round 2 Housing Guidelines is currently required but communities are encouraged to work with local public housing authorities to understand and overcome these impediments.

Impediment #11 Loss of housing stock in Hurricanes Dolly and Ike compounded the shortage of affordable housing in disaster recovery areas. This shortage is particularly acute in safe, low-poverty neighborhoods with access to standard public services, job opportunities and good schools.

No local action is required at this time. TDHCA will develop a statewide strategic plan including guidance for local jurisdictions on the following Action Steps in 2011.

1. To help offset the costs of developments that feature reduced rents without government support, local jurisdictions should consider establishing density bonuses to allow for higher levels of units per site for multifamily developments and single-family developments that propose increased affordability.
2. TDHCA and HUD have developed programs that preserve affordable housing. Continuing in this vein, the state and local jurisdictions should work to preserve existing affordable housing development and discourage them from converting to market rate housing. Requirements should be included in all publicly funded developments providing tenants with early and clear notification of the intention of management to convert to market rate housing and providing first right of refusal to nonprofit and public entities and organizations to purchase units to maintain affordability.

3. The state and local jurisdictions should consider using CDBG funds to buy down the cost of land in high-cost and high-opportunity development areas to increase affordable housing options in these areas.

Impediment #12

Lack of financial resources for both individuals and housing providers limits Fair Housing choice. Using an effective program under Section 3 of the Housing and Urban Development Act of 1968 may help members of protected classes gain economic opportunities necessary to allow them to exercise fair housing choice.

1. The state is maximizing its resources in Round 2 of the Ike/Dolly funding to affirmatively further fair housing in single family and multi-family developments. As called for in the Conciliation Agreement, the state is looking to provide more integrated housing options for persons in racially concentrated or poverty concentrated neighborhood groups. In single-family programs, the state should require subrecipients to offer the opportunity to relocate out of floodplain areas, concentrations of racial minorities, or concentrations of poverty—through the Homeowner Opportunity Program. Any relocation should be into an area that does not result in simply relocating the high-concentration from one area to another.

Local jurisdictions will be responsible for complying with Section 3 as part of their contract with the state and we currently track this.

2. Jurisdictions receiving federal funds from HUD, directly or indirectly, should ensure they have a compliant Section 3 program to meet HUD requirements regarding notification to LMI eligible persons of potential job creation at the impacted neighborhood level with federal funds.

We have in place a Section 3 program that meets the requirements of federal law and regulations regarding potential job creation at the impacted neighborhood level and the use of federal funds to hire local LMI eligible persons. We confirm that appropriate staff persons in this jurisdiction have already received training on Section 3, regarding job creation for local LMI persons including members of protected classes. [Attach Section 3 plan and list of staff names and training dates]

We have not done so but will develop a Section 3 program that meets the requirements of federal law and regulations and that ensure appropriate staff receive training.

When will you do this? 2011

Impediment #13

Location and lack of housing accessibility and visitability standards within political jurisdictions limits fair housing choice for persons with disabilities.

1. Local jurisdictions should consider establishing incentives for affordable housing applicants to create an increased set-aside of housing units for persons with disabilities or persons who are elderly without violating the existing TDHCA integrated housing rule.

2. TDHCA and local jurisdictions should consider adding proximity to medical facilities as a scoring incentive for competitive programs using federal funds for proximity to medical facilities.
3. TDHCA should require that all federally funded housing construction be built to accessibility standards found in Texas Government Code §2306.514.

- We have formally considered: 1) establishing incentives for affordable housing developers to create an increased set-aside of housing units for persons with disabilities or persons who are elderly without violating the existing TDHCA Integrated Housing Rule; 2) providing point incentives for units in proximity to medical facilities for competitive programs using federal funds; and 3) requiring new housing built with federal funds to be built with structures that allow for accessible features, regardless of whether the original occupant needs the features, as called for by state law. [Attach documentation of the review and resulting actions.]
- We have not undertaken the above review, but plan to do so.

When will you do this? 2011 2012 2013

Not Applicable (Explain) **The County does not administer any housing programs or funding for same. Beaumont Public Housing Authority and Port Arthur Public Housing Authority operate the HUD Section 8 Program.**

Impediment #14	Many colonias residents live in developments that have insufficient infrastructure and protections against flooding and are impacted by flooding beyond events like Hurricanes Dolly and Ike.
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1. The state, COGs, and local jurisdictions should examine the infrastructure needs in colonias, in particular the use of CDBG disaster recovery funds to provide drainage improvements to correct flooding problems in the wake of Hurricane Dolly, and the historical provision of public infrastructure and housing assistance to meet those needs in border and non-border colonias.

- We have identified the unserved infrastructure needs of colonias within our jurisdiction and whether these infrastructure improvements are eligible for disaster recovery funding and, if so, whether those projects will be funded.
- We have not undertaken the above review, but plan to do so.

When will you do this? 2011

Not Applicable (Explain) **There are no colonias located within Jefferson County.**

<u>Impediment #15</u>	Minority neighborhoods in disaster areas are primarily served by non-regulated insurance companies that do not adhere to underwriting guidelines and may be discriminated against in the provision of insurance. Texas has passed aggressive statutes to prevent insurance "redlining." National research indicates that protected classes face unwarranted disparities in the cost of insurance, the amount of coverage, and cancellation of policies without notice to the homeowner.
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No local action is required at this time.

<u>Impediment #16</u>	Many jurisdictions do not have adequate Analysis of Impediments to Fair Housing or Fair Housing Plans, and do not keep sufficient records of their activities.
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1. Recipients of CDBG funds from HUD for housing should maintain records as required by the Fair Housing Act, HUD regulations, and the Conciliation Agreement in order to document that they are carrying out their commitments and affirmatively furthering fair housing.
 - We currently maintain all required records to document our AFFH actions and compliance with Fair Housing laws, HUD and State regulations, and the Conciliation Agreement. [Attach details of the records now kept and identify the person or entity responsible for keeping these records.]
 - We have not done so but do so in compliance with GLO guidance.

When will you do this? 2011 2012 2013

Not Applicable (Explain) **The County does not administer any housing programs or funding for same.**

2. As required under the Conciliation Agreement, the State will conduct a new Statewide AI after HUD approval of the Phase 1 AI. Entitlement communities should conduct new AIs or update current AIs to ensure that they address all recommended data and issues and specifically address issues related to all protected classes under the Fair Housing Act. Race and national origin, as well as the other protected classes, must be identified independent of low and moderate-income categories in order to understand the impact of actions, practices, regulations, ordinances, and other factors on them.
 - We recently completed a formal Analysis of Impediments, are currently updating an existing AI, or are conducting our first AI. [Attach most recent AI or draft.]
 - We are using the FHAST form process to analyze our impediments to fair housing and plan how to address them.

When will you do this? 2011 and will be ongoing

Not Applicable (Explain)

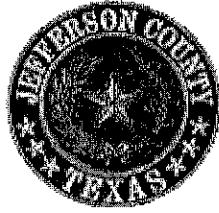
Alternative or additional Local Action Steps developed by this jurisdiction: To address unique impediments to fair housing within each community, local jurisdictions are encouraged to develop alternative action steps to be adopted in lieu of or in addition to those set out in the State of Texas Interim Analysis of Impediments to fair housing. If your jurisdiction elects to propose alternative or additional action steps, please describe them below.

We plan to take additional Action Steps, described in an Attachment.

We will not take additional FH Action Steps at this time.

When will you do this? 2011 2012 2013

Not Applicable (Explain) **The County does not administer any housing programs or funding for same.**

**AGENDA ITEM****June 8, 2015**

Consider, possibly approve and authorize the County Judge to execute receive and file a Quit Claim Deed from Jefferson County, Texas back to the Catholic Diocese of Galveston-Houston to return a road easement which was originally deeded to Jefferson County, Texas on July 25, 1946.



5 PGS

DD

2015017942

144

QUITCLAIM DEED

Date: June 8, 2015

Grantor: Jefferson County, Texas

Grantor's Mailing Address:

P.O. Box 4025
Beaumont, Jefferson County, TX 77704

Grantee: Catholic Diocese of Galveston-Houston

Grantee's Mailing Address:

Daniel Cardinal DiNardo, Arch Bishop
St. Dominic Chancery
2403 Holcomb Blvd.
Houston, TX 77021

Consideration: TEN (\$10.00) DOLLARS and other valuable consideration

Property (including any improvements):

That eighty (80') wide easement which was deeded to Jefferson County by Bishop C.E. Byrne from the Catholic Diocese to Jefferson County on July 25, 1946 which is recorded in the Deed Records of Jefferson County, Texas at Vol. 631, Page 589 and which is more particularly described as:

“Said Right-of-Way being Eighty (80) feet in width and extending along the North line of Section No. 151 T&NO Survey and South line of Section No. 147 T&NO survey for a distance of 2640 feet and being more particularly described as follows:

Beginning at the Northwest corner of Section 151 T&NO, then South 40 feet;
Thence East with the North line of said section No. 151 T&NO a distance of 2640 feet;

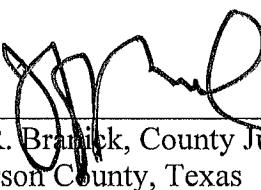
Thence North 80 feet;

Thence West 2640 feet;

Thence South 40 feet to the place of beginning and containing 4.8 acres of land.”

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the property or any part of it.

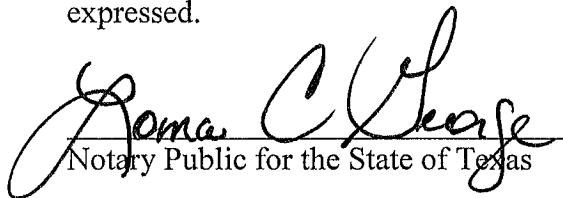
When the context requires, singular nouns and pronouns include the plural.



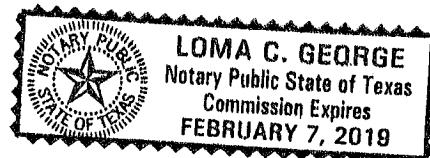
Jeff R. Branick, County Judge
Jefferson County, Texas

STATE OF TEXAS
County of Jefferson

BEFORE ME, on this 8th day of June, 2015, the undersigned, a Notary Public, State of Texas, personally appeared Jeff. R. Branick known to me to be the person whose name is subscribed to the foregoing instrument for the purposes and consideration therein expressed.



Notary Public for the State of Texas



590

Said Right-of-way being Eighty (80) feet in width and extending along the North line of Section No. 151 T & N O Survey and South line of Section No. 147 T & N O Survey for a distance of 2640 feet and being more particularly described as follows:

Beginning at the Northwest corner of Section 151 T & N O, then South 40 feet;
 Thence East with the North line of said Section No. 151 T & N O a distance of 2640 feet;
 Thence North 80 feet;
 Thence West 2640 feet;
 Thence South 40 feet to the place of beginning and containing 4.8 acres of land.

TO HAVE AND TO HOLD the aforesaid Right-of-Way unto the said County of Jefferson, State of Texas, forever, save and except all oil, gas, sulphur, or other minerals, in and under the above tract of land, said minerals being expressly hereby reserved to the grantor, this deed being made for highway purposes only.

WITNESS my hand this 25th day of July, 1946.

Witnessed

J. M. Byrne
Wm. J. Murphy

SINGLE ACKNOWLEDGMENT

THE STATE OF Texas

County of Galveston

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bishop G. M. Byrne

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of July, A. D. 1946.

J. P. Rehak (J. P. Rehak)
 Notary Public in and for

Galveston County, Texas

Filed for Record Aug 1, 1946, at 2⁴⁵ o'clock P. M.,
 Fred G. Hill, County Clerk, Jefferson County, Texas. By Gretchen Sparks,
 Deputy. Recorded Sept 16, 1946, at 11²⁰ o'clock A. M.

FRED G. HILL, County Clerk,
 Jefferson County, Texas.

By Beryl Sue Deputy.

185297

STATE OF TEXAS

COUNTY OF JEFFERSON

WHEREAS, by an Order of the County Court of Jefferson County, Texas, sitting in matters of probate, made on the 12th day of July, A. D. 1946 by said Court, directing the sale of the tract of land hereinafter mentioned, belonging to the estate of Annie J. Johnson, N. O. M., Guardianship of which was then pending in said Court upon application and order to sell land belonging to said estate made to said Court on the 5th day of July, A. D. 1946, I, Mrs. E. M. Stallecup, Guardian

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said William David Ramey, Jr., and wife, Evelyn Caywood Ramey, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors or administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said William David Ramey, Jr., and wife, Evelyn Caywood Ramey, their heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands, this, 8th day of August, 1946.

Howard G. Nichols

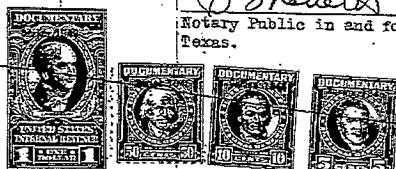
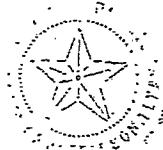
Eileen Bartoo Nichols

THE STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Howard G. Nichols, and wife, Ellen Barton Nichols, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Ellen Barton Nichols, wife of the said Howard G. Nichols, having been examined by me privily and apart from her husband, and having the same fully explained to her, She, the said Ellen Barton Nichols acknowledged such instrument to be her act and deed and

she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 8 day of August, 1946.



Filed for Record Aug. 9, 1946, at 2:25 o'clock P. M.,
Fred G. Hill, County Clerk, Jefferson County, Texas. By L. D. Cameron,
Deputy. Recorded Sept. 16, 1946, at 11:15 o'clock A. M.

FRED G. ELLI, County Clerk

Jefferson County, Texas.

By Beryl Day Deputy.

CONVEYANCE OF RIGHT OF WAY	185109
THE STATE OF <u>TEXAS</u>	KNOW ALL MEN BY THESE PRESENTS:
County of <u>JEFFERSON</u>	
THAT <u>I, Bishop C. E. Byrne</u>	
of the County of <u>Galveston</u>	and State of <u>Texas</u> , for and in consideration of the sum of
<u>One and No/100 (\$1.00)</u>	<u>Dollars (\$1.00)</u> ,
to <u>me</u> in hand paid by the County of Jefferson, State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road over and across the land hereinafter described, have Remised, Released, and Quit-Claimed, and by these presents do Remise, Release and Quit-Claim, unto the said County of Jefferson, State of Texas, the Right-of-Way <u>Eighty (80)</u> feet in width, approximately <u>center</u> of the <u>T to N C</u>	
survey of land, situated in said County of Jefferson, State of Texas, said Right-of-Way to cross said land as follows, to-wit:	

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Gaidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

June 08, 2015 04:21:41 PM

2015017942

Return To

JEFFERSON COUNTY JUDGE
1085 PEARL
BEAUMONT TX 77701

**AGENDA ITEM****June 8, 2015**

Consider authorizing the County Judge to execute an agreement authorizing HEB to issue motor vehicle license registration stickers.

MOTOR VEHICLE LICENSE REGISTRATION AGENT AGREEMENT

This Agreement (“**Agreement**”) is entered on _____, 2015 (the **Effective Date**) by and between Jefferson County, a duly and lawfully organized county of the State of Texas (“**County**”), Jefferson County Tax Assessor-Collector (“**Tax Assessor-Collector**”) and HEB Grocery Company, LP (“**Distributor**”).

WHEREAS, public convenience will be furthered by authorizing Distributor to act as an agent for County to issue motor vehicle license registration stickers (each a “**Registration**” or collectively, the “**Registrations**”) at its place(s) of business listed on the attached Exhibit A.

NOW, THEREFORE, the obligations and covenants contained herein and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. County authorizes Distributor to act as an agent of the Tax Assessor-Collector to issue motor vehicle license registration stickers under the terms and conditions set forth in this Agreement.
2. County shall supply Distributor with the numbered and secured motor vehicle license registration forms (hereinafter referred to as “**Stickers**”) and supplies (collectively, the “**Inventory**”), as well as its written policies and procedures for their issuance. Under no circumstance will Distributor keep said Inventory at any location other than the location(s) to which said Inventory is assigned as set forth in Exhibit A.
3. Distributor agrees to comply with the requirements of the WebAgent System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by Distributor.
4. The parties agree that Distributor may add a processing fee of up to one dollar (\$1.00) to each transaction involving a Registration issued and properly reported under terms of this Agreement. Said processing fee is in addition to the fee charged for issuance of the Registration. The processing fee is the only compensation Distributor will receive pursuant to this Agreement.
5. Each week on Monday at 12:00 noon (or such other time as agreed by the parties), Distributor will provide the following to the Tax Assessor-Collector in the form prescribed by and according to the instructions of the Tax Assessor-Collector: (a) the number of Stickers sold; (b) the number of Stickers voided; (c) the Stickers series numbers issued; (d) the full payment for vehicle license fees collected for each Registration; and (e) such other information as the Tax Assessor-Collector shall from time to time reasonably require.
6. Distributor shall designate employees in a hierarchy at each location set forth in Exhibit A to be in charge of operations who will oversee the receipt, maintenance and issuance of Stickers (“**Designated Employees**”). Prior to issuance of any Stickers, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Employees.

7. Distributor agrees, at Distributor's cost, to provide a bond payable to the Tax Assessor-Collector in the amount of \$ \$225,000.00 (\$75,000 per store). The amount of the bond will be no less than the value of the inventory of Stickers issued by County to Distributor.

8. Tax Assessor-Collector agrees not to furnish any Stickers for the account of Distributor other than directly to the Designated Employee. The Designated Employee will inventory the Stickers and supplies prior to accepting delivery. Distributor assumes full liability for the safekeeping of all Inventory furnished by the Tax Assessor-Collector to the Designated Employees. Tax Assessor-Collector will notify Distributor in writing of any missing and unaccounted for Stickers or cash shortages promptly and Distributor shall have up to seven (7) business days to research and rectify any discrepancies before payment is made. Distributor agrees to pay for any missing or unaccounted for inventory of Stickers and any shortages caused by Distributor.

9. Distributor agrees to sell Stickers only to persons presenting (i) the renewal notice issued by the State of Texas, Department of Motor Vehicle Title and Registration, and (ii) proof of valid insurance and proof of passing vehicle inspection report, if the system is unable to verify same, or as otherwise mandated by the State of Texas. Distributor shall sell Stickers on registrations due only in the prior, current and succeeding month (e.g.: during March only Stickers for the months of February, March and April) or as otherwise instructed by County.

10. Distributor may accept individual checks in payment of fees for the issuance of Stickers, provided that checks are made payable to Distributor, that each check bears such information as may be required by Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall either transmit funds via ACH or issue a money order (as agreed in advance by the parties) to the Tax Assessor-Collector representing those checks and cash received by Distributor during the previous week. Said ACH funds transfer or money order shall not include the one dollar (\$1.00) processing fee Distributor charges and collects as compensation for providing services of issuance of Stickers. Failure by Distributor to pay Tax Assessor-Collector within seven (7) days the sums owed for Stickers, whether via ACH transfer or in the form of money order to Tax Assessor-Collector shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue additional Inventory until all sums owed are paid.

11. Distributor agrees to use the inventory of Stickers in numerical sequence and to return any damaged Stickers to the Tax Assessor-Collector in a timely fashion.

12. Distributor is subject to audit by the Tax Assessor-Collector of its books and records related to this Agreement upon reasonable advance written notice to be conducted during Distributor's normal business hours and at a mutually agreed upon location.

13. This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated at any time by either party upon thirty (30) days prior written notice to the other party. Within seven (7) business days after the date of termination, Distributor shall return to the Tax Assessor-Collector all outstanding inventory of Stickers and supplies and payment of Stickers issued and a final report as provided for in Section 5.

14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Jefferson County
1149 Pearl Street
Beaumont, TX 77701

TAX-ASSESSOR COLLECTOR:

Allison Getz
Jefferson County Tax-Assessor Collector
1149 Pearl Street
Beaumont, TX 77701

DISTRIBUTOR:

HEB Grocery Company, LP
646 South Flores Street
San Antonio, Texas 78204
Attn: Director, GM Services

With a copy to:

HEB Grocery Company, LP
646 South Flores Street
San Antonio, Texas 78204
Attn: Corporate Law Department

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

15. Distributor shall indemnify and hold harmless County and the Tax Assessor-Collector from and against all personal injury, loss, claim or property damage, including attorneys' fees, suffered or incurred by County and Tax Assessor-Collector arising out the gross negligence or intentional misconduct of Distributor or its agents, representatives or employees in the performance of its obligations under this Agreement.

16. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

17. Distributor agrees to report any material change in the controlling ownership of Distributor to the Tax Assessor-Collector within seven (7) business days of such change. Any such change will automatically nullify this Agreement and a new agreement must be executed by the new owner(s) of the controlling interest if the new owner(s) desires to continue to act as an agent. It will also be necessary to audit any Inventory on hand and a closing report shall be made by the current owner.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

19. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create a joint venture, a partnership, or any other similar relationship between the parties. Distributor acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

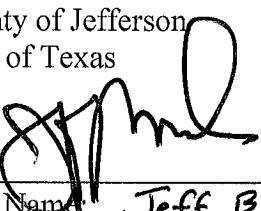
20. Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

21. This Agreement sets forth the entire understanding between the parties and supersedes any and all prior agreements, written or oral, with respect to the subject matter hereof. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

22. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of Distributor, County and Tax Assessor-Collector.

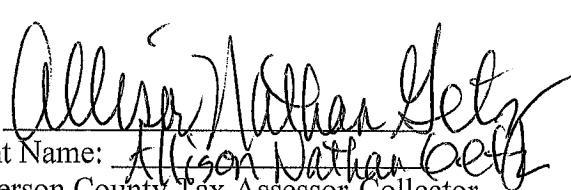
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

County of Jefferson
State of Texas

By: 
Print Name: Jeff BRANICK
County Judge

HEB Grocery Company, LP:

By: _____
Print Name: Bill Anderson
Title: Vice President, General Merchandise

By: 
Print Name: Allison Nathan Yetz
Jefferson County Tax Assessor-Collector

Attest:

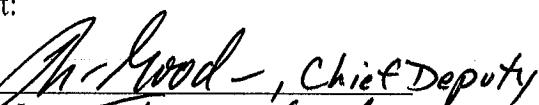
By: 
Print Name: Theresa Goodness
County Clerk, Jefferson County



EXHIBIT A

Locations:

STORE / CORP #	ADDRESS
Beaumont 6 #692	3590 College Street, Beaumont, TX 77701
Beaumont 5 #048	3025 North Dowlen Road, Beaumont, TX 77706
Mid County #589	4800 B Hwy 365, Port Arthur, TX 77642

**AGENDA ITEM****June 8, 2015**

Consider, possibly approve, authorize the County to execute and receive and file a Software License Agreement between Jefferson County, Texas and Travis County, Texas for use of the I-Jury Program computer software for development of an electronic jury management program.

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into by and between Travis County, a political subdivision of the State of Texas ("Licensor" or "Travis County"), and Jefferson County, a political subdivision of the State of Texas ("Licensee").

RECITALS

WHEREAS, the Travis County District Clerk's Office (the "District Clerk") and the Travis County Information and Telecommunications Systems Department ("ITS") have jointly developed a computer software application known as the "I-Jury" program (the "I-Jury Program") that performs electronic jury management functions, which the District Clerk has deployed and is currently using for that purpose; and

WHEREAS, Travis County wishes to grant to Licensee a license to use the I-Jury Program source code for the purpose of facilitating development of Licensee's own electronic jury management program, and Licensee wishes to receive a license for that purpose in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 GRANT AND SCOPE OF LICENSE

1.1 Subject to the terms of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nontransferable, limited and revocable license to access and use the I-Jury Program source code for the sole purpose of developing a modified version of the I-Jury Program to assist Licensee in performing its jury management functions (the "License").

1.2 The License includes the following rights and is subject to the following conditions and restrictions:

1.2.1 Licensee may make one (1) copy of the I-Jury Program solely for back-up and archival purposes. Licensee must reproduce and include the County's copyright or any other proprietary notice (if any) on any such back-up copy.

1.2.2 Licensee may not sell, rent, lease or lend the I-Jury Program, except as provided herein.

1.2.3 Licensee may modify the I-Jury Program source code for the purpose of rendering the program applicable to, and appropriate for, Licensee's particular jury

management operations; provided, however, (i) all such modifications and derivative works created by Licensor (or on its behalf) shall, upon creation, become the sole and exclusive property of Licensor, as described in Section 3.0, below, and (ii) Licensee's right to modify the I-Jury Program code may be immediately revoked if the modifications contain any content that, in the opinion of the Travis County Commissioners Court, or any of their designated representatives, is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County.

1.3 Licensee will strictly comply with all License conditions and restrictions described below.

1.4 Licensee will maintain and make available for Licensor's inspection or reproduction, upon Licensor's reasonable request, all modified program codes or derivative works created by Licensee under this Agreement. Licensee expressly acknowledges and agrees that Licensor may, in its sole discretion, provide such Licensee-modified I-Jury Program code to interested counties, municipalities or other political subdivisions for their use and/or further modification.

2.0 TERM; ANNUAL LICENSE FEE

2.1 The term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for subsequent one-year terms unless or until terminated by either party or automatically as provided in Section 5.0, below.

2.2 In consideration of the License granted hereunder, Licensee shall pay to Licensor on an annual basis the sum of TEN AND NO/100 (\$10.00) (the "Annual License Fee"). Licensee shall pay the initial Annual License Fee on or before ten (10) days following the Effective Date and shall pay each subsequent Annual License Fee on or before ten (10) days following the anniversary date of the Effective Date.

3.0 OWNERSHIP OF INTELLECTUAL PROPERTY

3.1 Licensee agrees that Licensor has originally developed the I-Jury Program and that the I-Jury Program source code is proprietary to Licensor, protected under copyright and other intellectual property laws, and may not be reproduced, transmitted, displayed, published or distributed except as expressly provided herein. Licensee further agrees that Licensor shall retain all proprietary and intellectual property rights in and to the I-Jury Program source code, and to all legally protectable elements, derivative works, modifications and enhancements thereto or therein, whether or not developed by Licensee or any third party and regardless of the form or media in or on which the I-Jury Program or derivative works created therefrom may exist.

3.2 Licensee understands and agrees that the License granted is a license only, not a sale, that its rights hereunder are those of a licensed user only, and that neither the copyright nor any other intellectual property or proprietary right is being transferred, assigned or otherwise granted.

3.3 All governmental seals, logos and names appearing on or in the I-Jury Program, or on materials provided therewith, are proprietary to Licensor. Licensee agrees never to remove any proprietary notices or labels. Licensor will, however, permit Licensee to include credit lines in Licensee-created modified versions of the I-Jury Program recognizing Licensee's application development contributions. For purposes of this Agreement, the term "Proprietary Notices" means Travis County's name and/or copyright notices that may appear on the discs or program code packets provided pursuant to this License. Licensor does not expect Licensee, nor shall Licensee be obligated, to reproduce the Proprietary Notices on any derivative works (or accompanying documentation) developed by Licensee under this Agreement.

4.0 PROTECTION AGAINST UNAUTHORIZED USE

4.1 In connection with the granting of the License, Licensee shall exercise a commercially reasonable level of care to safeguard the I-Jury Program source code against improper or unauthorized use, reproduction, modification, distribution or disclosure and shall not, without the prior written consent of Licensor, disclose or make available to any person, or use for its own or any other person's benefit, other than as necessary in exercising its rights under this Agreement.

4.2 Licensee understands and agrees that Licensor grants no warranties, either express or implied, with respect to the I-Jury Program provided in connection with this Agreement, which is provided "AS IS". Travis County disclaims all implied warranties, including without limitation the warranties of merchantability, suitability or fitness for a particular purpose, title, non-infringement, or results.

5.0 TERMINATION

5.1 Either party may terminate this Agreement by providing thirty (30) days written notice to the other party of its desire to terminate and stating the effective date of termination. Upon any termination or expiration of this Agreement, and if requested by Licensor, Licensee agrees to immediately return all copies of the I-Jury Program source code together with any and all modified versions of the code, to Licensor, regardless of the medium or media on which the code is stored.

5.2 In addition, this Agreement, together with the License granted hereunder, shall automatically terminate if Licensee fails to prepare and deploy a fully operational

modification (derivative work) of the I-Jury Program code, as authorized herein, within two (2) years from the Effective Date. Upon such automatic termination, Licensee shall comply with the I-Jury Program source code return obligations described in paragraph 5.1.

6.0 LIABILITY

6.1 Licensor shall not be liable for any claims or damages arising from the negligent or illegal acts or omissions of Licensee or Licensee's employees or agents in relation to this Agreement. Licensee shall not be liable for any claims or damages arising from the negligent or illegal acts or omissions of Licensor or Licensor's employees or agents in relation to the Project or this Agreement. If both parties are held liable for any claims or damages arising from the negligent or illegal acts or omissions of either party or its employees or agents in relation to this Agreement, Licensor and Licensee shall be liable for the portion of the claims and damages that arise from the negligent or illegal acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.

7.0 AMENDMENT

7.1 This Agreement may be amended only by written instrument signed by both Licensor and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

8.0 NON-WAIVER AND RESERVATION OF RIGHTS

8.1 No act or omission by either party may constitute or be construed as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

8.2 All rights of Licensor under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of Licensor hereunder. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.0 ASSIGNMENT

9.1 All of the terms, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, Licensor and Licensee, but neither this Agreement nor the rights and obligations of any of the parties hereunder shall be assigned or otherwise transferred to any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government (or agency or political subdivision thereof) without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10.0 NOTICES

10.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

10.1.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Name of Contact	Jeff Branick
Title	Jefferson County Judge
County	Jefferson County
County Department	Jefferson County Judge
Address	1149 Pearl Street Beaumont, Texas 77701
Phone	(409) 835-8466

10.1.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

Honorable Sarah Eckhardt
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

And Velva L. Price
 Travis County District Clerk
 P.O. Box 679003
 Austin, Texas 78767-9003
 (512) 854-9737

10.2 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

11.0 MEDIATION

11.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

12.0. VENUE AND CHOICE OF LAW

12.1 All obligations and undertakings permitted or required under this Agreement are performable in Travis County, Texas. This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas

13.0 SEVERABILITY

13.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

14.0 SIGNATURE AUTHORITY

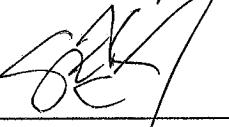
14.1 The individual signing this Agreement on behalf of Licensee, or representing him/herself as signing this Agreement on behalf of Licensee, does hereby represent, warrant and guarantee that he/she has been duly authorized by Licensee to sign this Agreement on behalf of Licensee and to bind Licensee validly and legally to all terms, performances, and provisions in this Agreement.

15.0 ENTIRE AGREEMENT

15.1 This Agreement represents the sole, entire and integrated Agreement between Licensee and Lessor with respect to the subject matter herein and supersedes any and all prior negotiations, representations or agreements, either oral or written.

IN WITNESS WHEREOF, County and Company have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

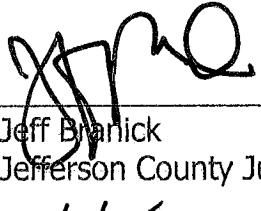
TRAVIS COUNTY, TEXAS

By: 

Sarah Eckhardt
Travis County Judge

Date: 5/19/15

JEFFERSON COUNTY, TEXAS

By: 

Jeff Branick
Jefferson County Judge

Date: 6/8/15

Ron Westphal

From: Ron Westphal <ronaldw@co.jefferson.tx.us>
Sent: Thursday, May 28, 2015 10:31 AM
To: 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Kenneth Minkins; 'Mario Watkins, Prct 4 Asst.'; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; 'Robbie Griffith, Prct 1 Foreman'
Subject: Plat - Owl's Nest Acres - Precinct No. 1
Attachments: Final - Owl's Nest Acres.pdf

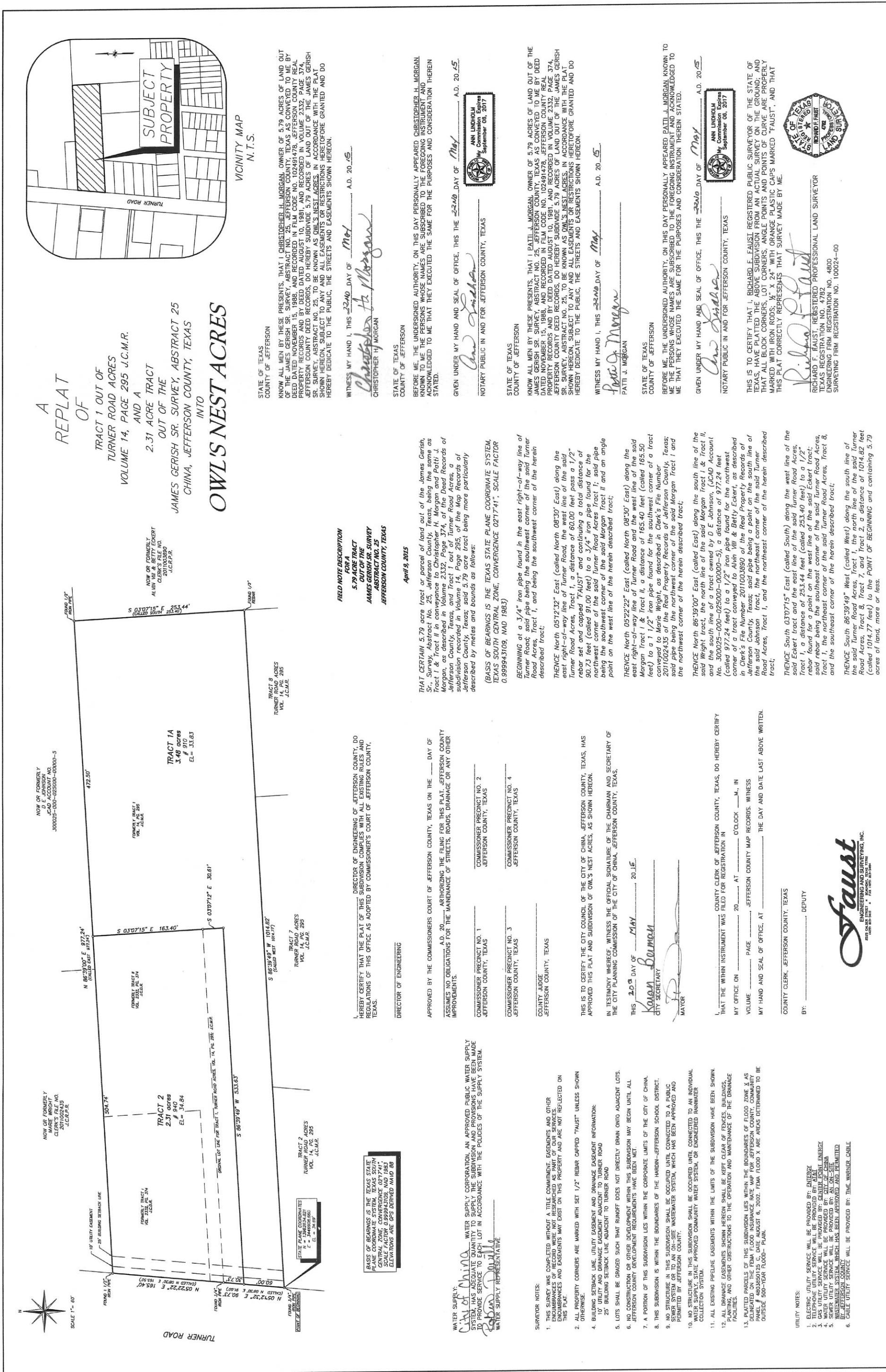
Gentlemen,

Attached is a plat of Owl's Nest Acres, located off of Turner Road in Commissioner Precinct No. 1. A portion of this property lies within the city limits of the City of China with the remainder in Jefferson County. The City Council of China and the City Planning Commission of China have previously approved this plat. This plat meets our requirements and has been approved by Engineering.

I will be placing this plat on the June 8th, 2015 Commissioners Court Agenda for approval. If you have any questions please contact me.

Thank you.

Ronald Westphal
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: ronaldw@co.jefferson.tx.us



MEMORANDUM

DATE: June 4, 2015

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

FROM: Chief Mark Dubois

RE: Inter-local Agreement with Cities of Beaumont and Port Arthur on asset sharing of the 2015 Byrne Justice Assistance Grant (JAG) Program Award

Please consider and approve an Inter-local Agreement between Jefferson County, and the Cities of Beaumont and Port Arthur itemizing asset sharing to be received from the 2015 Byrne Justice Assistance Grant (JAG) Program Award. The Jefferson County Sheriff's Office will receive \$17,469 in grant funding from this program this year and will require no county matching funds. Total received by all agencies is \$116,463.

This grant is based on annual crime statistics and is awarded to the law enforcement agencies in each county. The City of Beaumont is required to be the host applicant due to the size of the city and crime rate. Jefferson County receives a negotiated additional portion of the funding allocated to the cities within the county as a result of providing the Correctional Facility, Crime Laboratory, warrant service, and extradition of offenders. The funding will be utilized by the Sheriff's Office for funding technology enhancement within the department.

The attached ILA is for your review only. Kelvin Wilson with BPD will deliver the original to be signed after Court and City Council's approval.

Should you need further information please call.

Resolution No.

Inter-Local Agreement

**Between the County of Jefferson, Texas; City of Beaumont, Texas; and City of Port Arthur, Texas
2015 Edward Byrne Justice Assistance Grant (JAG) Program Award**

This Agreement is made and entered into this _____ day of _____, 2015, by and between The County of Jefferson, Texas acting by and through its governing body, the Commissioners Court; the City of Beaumont, Texas acting by and through its governing body, the City Council; and the City of Port Arthur, Texas acting by and through its governing body, the City Council, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the total funding allocation is \$116,463; and the City of Beaumont, Texas, and the City of Port Arthur, Texas, agree to provide Jefferson County, Texas \$17,469 from the JAG award and the City of Beaumont, Texas, and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$70,657 to the City of Beaumont, Texas, and \$28,337 to the City of Port Arthur, Texas.

WHEREAS, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas, believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas agree as follows:

Section 1.

The City of Beaumont, Texas and the City of Port Arthur, Texas agree to provide Jefferson County, Texas \$17,469 from the JAG award; and the City of Beaumont, Texas and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$70,657 to the City of Beaumont, Texas; and \$28,337 to the City of Port Arthur, Texas.

Section 2.

Jefferson County, Texas agrees to use the funding for the Technology Enhancement Program until 2018.

The City of Beaumont, Texas agrees to use the funding for the Technology Enhancement Program until 2018.

The City of Port Arthur, Texas agrees to use the funding for the Technology Enhancement Program until 2018.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 6.

The City of Beaumont agrees to act as the fiscal agent in applying for, dispersing, monitoring, and reporting for this JAG funding.

City of Beaumont, Texas

CITY MANAGER

City of Port Arthur, Texas

CITY MANAGER

Jefferson County, Texas

COUNTY JUDGE

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Regular, June 08, 2015

There being no further business to come before the Court at this time,
same is now here adjourned on this date, June 08, 2015