

**REGULAR, 2/8/2016 1:30:00 PM**

BE IT REMEMBERED that on February 08, 2016, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff (ABSENT)

TIM SMITH

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*February 08, 2016*

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  
February 08, 2016**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **08th** day of **February 2016** at its regular meeting place in the Jury Impaneling room, Jefferson County Courthouse, 1085 Pearl Street, Beaumont, Texas. Until further notice.

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

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

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

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

## **PURCHASING:**

1. Consider and approve specifications for Invitation for Bids (IFB 16-003/YS), Term Contract for Termite Treatment for Jefferson County.

**SEE ATTACHMENTS ON PAGES 9 - 41**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a renewal for (IFB 14-001/JW), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport with Airport Lighting Company and blueglobes, llc. for a second additional one (1) year renewal from March 8, 2016 to March 7, 2017. Proposed price increases are shown on Attachment A. The price increases are due to increases in manufacturing costs.

**SEE ATTACHMENTS ON PAGES 42 - 44**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 15-016/JW), McFaddin National Wildlife Refuge Dune Restoration with Apollo Environmental for a decrease of \$832.15 for the adjustment of quantities and qualities to reflect a change in processes; bringing the total contract amount from \$3,872,218.60 down to \$3,871,386.45. This change order will increase contract working days by 60 days; bringing the total number of working days from 255 days up to 315 days. This is a Round 2.2 Disaster Project funded by the Texas General Land Office (GLO).

**SEE ATTACHMENTS ON PAGES 45 - 48**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*February 08, 2016*

4. Consider and approve, execute, receive and file a contract with Time Warner Cable Business Class for Standard Cable Service and one additional outlet at the new Jefferson County Adult Probation facility located at 800 4th Street, Port Arthur, TX 77640 for a charge of \$107.99 per month for 36 months, and one-time installation charge of \$250.00.

**SEE ATTACHMENTS ON PAGES 49 - 52**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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

**SEE ATTACHMENTS ON PAGES 53 - 55**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY AIRPORT:**

6. Receive and file executed Ground Lease Option Termination Agreement between Jefferson County, Texas and Accelerated Development Operating Company.

**SEE ATTACHMENTS ON PAGES 56 - 58**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

7. Consider and approve budget amendment- Sheriff - replacement of wrecked vehicle.

120-3059-421-6007	AUTOMOBILES	\$35,938.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$35,938.00

**SEE ATTACHMENTS ON PAGES 59 - 70**

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

8. Regular County Bills - check #416995 through check #417275.

**SEE ATTACHMENTS ON PAGES 71 - 79**

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

## **COUNTY COMMISSIONERS:**

9. Consider, possibly accept and receive and file 2015 Commissioners Continuing Education Certificate of Completion for Commissioner Brent A. Weaver, pursuant to Article 81.0025 of the Texas Local Government Code.

**SEE ATTACHMENTS ON PAGES 80 - 81**

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

10. Consider, possibly approve, authorize the County Judge to execute and receive and file the annual Certification of Loaned Government Property for the Navy Museum Northwest regarding the MK 16 MOD 7 Torpedo located at Veterans Memorial Park.

**SEE ATTACHMENTS ON PAGES 82 - 87**

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

*Notice of Meeting and Agenda and Minutes*  
*February 08, 2016*

11. Consider, possibly approve, and authorize the County Judge to execute and receive and file the annual Static Display Loan Program Agreement No. SDA0415 with the National Museum of the United States Air Force for the aircraft on display at Veterans Memorial Park.

**SEE ATTACHMENTS ON PAGES 88 - 107**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

12. Consider, possibly approve and authorize the County Judge to execute Law Enforcement Agency Executive Order 13688, Controlled Property Request Authorization for Federal Fiscal Year 2016.

**SEE ATTACHMENTS ON PAGES 108 - 109**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

13. Receive and file Certificate of Completion for Commissioner Eddie Arnold. Commissioner Arnold has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government code for 2015. Total hours earned in 2015 =24.00. Commissioner Arnold will carry forward from 2015 to 2016 – 8.00 continuing education hours that he completed in excess of the required 16 hours.

**SEE ATTACHMENTS ON PAGES 110 - 111**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

14. Consider authorizing the County Judge to execute six Letters of Intent regarding the development of property at the Jack Brooks Regional Airport.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **DISTRICT CLERK:**

15. Receive and file executed Master Agreement for Document Imaging Services and Products between Jefferson County, Texas and Data Bank IMX, Inc. DIR-SDD-1685.

**SEE ATTACHMENTS ON PAGES 112 - 122**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **HISTORICAL COMMISSION:**

16. Consider and possibly approve revised appointments to the Jefferson County Historical Commission for 2016.

**SEE ATTACHMENTS ON PAGES 123 - 146**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

17. Consider and possibly approve, receive and file the Jefferson County Historical Commission's Annual Report for 2015.

**SEE ATTACHMENTS ON PAGES 147 - 170**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

18. Receive and file amended bylaws for the Jefferson County Historical Commission.

**SEE ATTACHMENTS ON PAGES 171 - 194**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**DISTRICT ATTORNEY:**

19. Immediately following Commissioners Court- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding matters that may require litigation.

**Action: NONE**

**Other Business:**

SET NEXT MEETING DATE MONDAY- FEBRUARY 15, 2016 IS A  
COUNTY HOLIDAY- PRESIDENT'S DAY

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

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

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**Jeff R. Branick**  
**County Judge**



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

### LEGAL NOTICE Advertisement for Invitation for Bids

February 8, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-003/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/Purchasing/main.htm> 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 16-003/YS  
**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, March 8, 2016  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – February 10, 2016 and February 17, 2016

**IFB 16-003/YS**  
**Term Contract for Termite Treatment for Jefferson County**  
**Bids due: 11:00 AM CDT, Tuesday, March 8, 2016**

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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 Jefferson County Purchasing Department Website (below) 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.**

**<http://www.co.jefferson.tx.us/purchasing/main.htm>**

## Instructions to Bidders

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### 1. Bid Submission

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1st 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 – 2016:

January 1	Friday	New Year's Day
January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
March 25	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday & Friday	Thanksgiving
December 26-27	Monday & Tuesday	Christmas

## **Rejection or Withdrawal**

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

## **6. Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## **7. Award**

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

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

### 1. Bidding

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

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

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

**1.4 Withdrawal of Bids Prior to Bid Opening.** A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

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

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

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

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

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

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

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

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

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price.

Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

## **2. Performance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.16 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves 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

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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. 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>

**Bid Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.**

### 3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

**At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:**

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### 4. Multiple Vendor Award

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

### 5. 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.

## 6. 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, 7<sup>th</sup> floor, Beaumont, TX 77701.

## 7. 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.

## 8. Insurance

The contractor (including any and all subcontractors as defined in Section 8.1.3 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

Workers' Compensation	Statutory Coverage (see attached)
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## 9. Workers' Compensation Insurance

### 9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

- 9.1.3 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.
- 9.2 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.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 9.4 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.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 9.5.1 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
- 9.5.2 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.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 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.
- 9.8 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.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 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.
- 9.9.2 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.
- 9.9.3 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.

- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
  - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
  - 9.9.4.2 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.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 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
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 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.
- 9.11 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

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-003/YS, Term Contract for Termite Treatment for Jefferson County.

### 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 service location basis for the initial treatment.
2. After initial treatment, annual inspections 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:**

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

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

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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. 16-003/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:**

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Jeff R. Branick  
County Judge

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Date

**Attest:**

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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	Unit Price (per square foot)	Total Price for Service Location
1	<b>Jefferson County Courthouse – Historic Portion</b> 1149 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	115,490	\$ _____	\$ _____
2	<b>Jefferson County Courthouse – New Portion</b> 1001 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	140,937	\$ _____	\$ _____
3	<b>Jefferson County Annex I – Beaumont</b> 215 Franklin Street, Beaumont TX Contact Person: David Knight 409-835-8511	31,784	\$ _____	\$ _____
4	<b>Jefferson County Annex II – Beaumont</b> 1295 Pearl Street, Beaumont TX Contact Person: David Knight 409-835-8511	17,197	\$ _____	\$ _____
5	<b>Jefferson County Annex IV – Beaumont</b> 820 Neches, Beaumont TX 77701 Contact Person: David Knight 409-835-8511	20,000	\$ _____	\$ _____
6	<b>Jefferson County Subcourthouse – Port Arthur</b> 525 Lakeshore Drive, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	15,394	\$ _____	\$ _____
7	<b>Jefferson County Annex III – (Health &amp; Welfare/Community Supervision) – Port Arthur</b> 800 Fourth Street, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	14,300	\$ _____	\$ _____
8	<b>Precinct #3 Service Center (office only)</b> 5700 Jade Avenue, Port Arthur TX Contact Person: Mark Bernard 409-983-8307	3,500	\$ _____	\$ _____
9	<b>Mid County Office Building</b> 7933 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	6,120	\$ _____	\$ _____

**(BID FORM CONTINUED ON NEXT PAGE)**

**BIDDER MUST RETURN THIS PAGE WITH OFFER**

## Bid Form (Continued)

Item	Service Location	Square Footage	Unit Price (per square foot)	Total Price for Service Location
10	<b>Jefferson County Hamshire Building</b> 24420 Highway 124, Hamshire TX Contact Person: Frank Adams 409-727-2173	2,858	\$ _____	\$ _____
11	<b>Minnie Rogers Juvenile Justice Center – Beaumont</b> 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	\$ _____	\$ _____
12	<b>Mid County Tax Office</b> 4605 Jerry Ware Drive, Beaumont TX Contact Person: Frank Adams 409-727-2173	2,476	\$ _____	\$ _____
13	<b>Precinct #2 Service Center</b> 7759 Viterbo Road, Beaumont TX Contact Person: Frank Adams 409-727-2173	14,400	\$ _____	\$ _____
14	<b>Jack Brooks Regional Airport - Terminal</b> 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	\$ _____	\$ _____
<b>TOTAL FOR ALL SERVICE LOCATIONS</b>				\$ _____

**Note to bidders:** Please verify totals prior to bid submission.

**Any bids found to have mathematical errors may be considered non-responsive.**

### Additional Warranty:

15	<b>Additional Warranty for ALL Jefferson County Service Locations (per year)</b>	\$ _____
	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

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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

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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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 150px; width: 100%;"></div>
1	<b>Name of vendor who has a business relationship with local governmental entity.</b>  <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	
2	<div style="display: flex; align-items: center;"> <input style="margin-right: 5px;" type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> </div> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
3	<b>Name of local government officer about whom the information in this section is being disclosed.</b>  <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 300px; margin: 0 auto;"></div>             Name of Officer           </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div>             Signature of vendor doing business with the governmental entity           </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div>             Date           </div> </div>	

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>	
	Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ <div style="text-align: center;">(attach additional forms as necessary)</div>	
<b>6</b>	<b>AFFIDAVIT</b>	
	<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <div style="text-align: right; margin-top: 20px;">           _____            Signature of Local Government Officer         </div> <p style="margin-top: 20px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Signature of officer administering oath</div> <div>Printed name of officer administering oath</div> <div>Title of officer administering oath</div> </div>	

Adopted 8/7/2015

## 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. <b>Notify</b> 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. <b>Provide</b> HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> 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. <b>Document</b> 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, <b>please explain the reasons why.</b>  |

**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 SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_

Street	City	State	Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed:

**Bidder 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

**ATTACHMENT A****IFB 14-001/JW****Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport****Proposed Price Increases**

<b>Item</b>	<b>Description</b>	<b>Brand</b>	<b>Unit Price</b>	<b>Vendor</b>	<b>Proposed Price Increases</b>
1	Bulb: EXL 30 Watt, 6.6 Amp Quarts, GE (Part # 11478)	GE	<b>\$9.00</b>	blueglobes, llc	
2	Bulb: 120 Watt, 6.6 Amp Quarts, GE (Part # 10099) EVV 120 Watt	GE	<b>\$14.00</b>	blueglobes, llc	
3	Bulb: EZL 200 Watt, 6.6 Amps, Quarts, GE (Part # 15243)	GE	<b>\$19.00</b>	blueglobes, llc	
4	Bulb: 62 Watt, 6.6 Amp MR 16, (GE Crouse Hinds brand, Part # 20590)	GE Crouse Hinds	<b>\$32.00</b>	blueglobes, llc	
5	Bulb: 48 Watt. 6.6 Amp Quarts, (GE Crouse Hinds brand Part # 64337A)	ADB 2990.40.827	<b>\$13.70</b>	blueglobes, llc	
6	Transformer 30/45 Watt, 6.6 Amp, ADB (Part # 1ST045660010)	ADB	<b>\$65.00</b>	blueglobes, llc	<b>\$72.50</b>
7	Transformer 100 Watt, 6.6 Amp ADB (Part # 1ST100666010)	ADB	<b>\$79.00</b>	blueglobes, llc	<b>\$86.50</b>
8	300 Watt Transformer ADB (Part # 1ST300666010)	ADB	<b>\$120.00</b>	blueglobes, llc	<b>\$132.00</b>
9	Termination Kits, Integro (Part # 11174-01)	Integro	<b>\$11.90</b>	blueglobes, llc	
10	Light Assembly, ADB (Part # ETES/1110)	ADB	<b>\$150.00</b>	Airport Lighting Company	<b>\$176.47</b>
11	Light Assembly Cord Set, ADB (Part # 44A1701/15 L823)	ADB	<b>\$12.00</b>	blueglobes, llc	<b>\$12.50</b>
12	Head Assembly 14 inch, ADB (Part # 44B484/1X L861)	ADB	<b>\$35.50</b>	Airport Lighting Company	<b>\$41.76</b>
13	Field Lighting Arrestors, ADB (Part # 44A6102)	ADB	<b>\$357.00</b>	blueglobes, llc	
14	LED In-Pavement Lights (white) ADB (Part # ADB/IREL/3220110)	ADB	<b>\$1,433.82</b>	Airport Lighting Company	
15	130 Electrical Splicing Tape – 1 inch	ADB	<b>\$32.21</b>	Airport Lighting Company	
16	Airfield Wire: Spool (3000 ft.) Rome XLP power cable (8 AWG C U 5 KV non-shielded FAA L 824 Type C)	Rome	<b>\$1,823.53</b>	Airport Lighting Company	

**blueglobes, llc**

819 Harmony Road, Suite 200

Eatonton GA 31024

Attn: Max Moody

ph: 706-923-2661

fx: 706-923-2801

[sales@blueglobesmail.com](mailto:sales@blueglobesmail.com)**Airport Lighting Company**

108 Fairgrounds Drive

Manlius NY 13104

Attn: Steve Shaw

ph: 315-682-6466

fx: 315-682-6469

[steves@airportlightingcompany.com](mailto:steves@airportlightingcompany.com)

**CONTRACT RENEWAL FOR (IFB 14-001/JW)**  
**TERM CONTRACT FOR LIGHTING SUPPLIES**  
**FOR RUNWAY AND TAXIWAY AT JACK BROOKS REGIONAL AIRPORT**

The County entered into a contract with Airport Lighting Company for one (1) year, from March 10, 2014 to March 9, 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 second additional (1) one year renewal from March 8, 2016 to March 7, 2017.

ATTEST:


  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Airport Lighting Company

  
(Name)


**CONTRACT RENEWAL FOR (IFB 14-001/JW)**  
**TERM CONTRACT FOR LIGHTING SUPPLIES**  
**FOR RUNWAY AND TAXIWAY AT JACK BROOKS REGIONAL AIRPORT**

The County entered into a contract with blueglobes, llc. for one (1) year, from March 10, 2014 to March 9, 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 second additional (1) one year renewal from March 8, 2016 to March 7, 2017.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
blueglobes, llc.

  
\_\_\_\_\_  
(Name) Max Moody



## Texas General Land Office Disaster Recovery

### Construction Contract Change Order Request Form

<b>Engineer:</b>  LJA Engineering, Inc.  5316 Highway 290 West, Suite 150  Austin, TX 78735  <b>Phone No.:</b> 512.439.4700	<b>Owner (Contractor Locality):</b>  Jefferson County  1001 Pearl Street, 3rd Floor  Beaumont, TX 77701  <b>Phone No.:</b> 409-835-8593	<b>Contractor:</b>  Apollo Environmental Strategies, Inc.  P.O. Box 12114  Beaumont, TX 77726  <b>Agreement Date:</b> 7/27/15 <b>Phone No.:</b> 409-833-3330	
<b>Date:</b> February 3, 2016  <b>Project Code No.:</b> Ike Round 2.2 BP225701-1_BID1  <b>Bid Package No.:</b> 15-016/JW	<b>Contract For (Project Description):</b> McFaddin NWR Dune Restoration	<b>GLO Contract No.:</b> 12-403-014-6822  <b>Change Order No.:</b> CO-1	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
013540-1	Silt fence quantity reduced from 34,200 LF to 30,478 LF	\$7,444.00	
311100-1	Clearing and grubbing quantity reduced from 315,752 SY to 281,389 SY	\$1,718.15	
321200-1	Berm fill quantity reduced from 34,200 LF to 29,928 LF	\$273,408.00	
321200-2	Select Fill quantity reduced from 4,971 CY to 3,504 CY	\$8,802.00	

321200-3	Excavation quantity reduced from 3,022 CY to 1727 CY	<del>\$7,700.00</del> \$7,710.00	
310000-3	Loading, hauling, staging of gabion units from intermediate staging areas to seven impoundment relief channel locations within project area per contractor proposal, 1,450 EA @ \$51.00		\$73,950.00
310000-4	Foundation preparation, gabion prep, filling with riprap, installation per contractor proposal, 1,450 EA @ \$84.00		\$121,800.00
S432-1	Riprap quantity increased from 2,010 CY to 2,143 CY		\$18,620.00
G432-1	Procurement and delivery of gabion containment materials to Winnie, TX, reloading and transfer to intermediate staging areas at each end of refuge per contractor proposal, 1,450 EA @ \$102.00		\$147,900.00
312500-2	Sand fence quantity reduced from 61,160 LF to 50,500 LF	\$63,960.00	
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price: \$3,872,218.60		Original Contract Time: 255 days	
Previous Change Order(s): None No. to No. \$0.00		Net Change From Previous Change Orders: 0 days	
Contract Price Prior to this Change Order: \$3,872,218.60		Contract Time Prior to this Change Order: 255 days	
Net Increase/Decrease of this Change Order: (\$832.15)		Net Increase/Decrease of this Change Order: 60 days	



### **JUSTIFICATION FOR CHANGE**

1. Will this Change Order increase or decrease			
the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total ____ L/M ____		
2. Effect of this change on scope of work:	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input checked="" type="checkbox"/> Decrease	<input type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices			
found in the original bid?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "No", explain: The proposed addition of gabion containers (to contain riprap) is a maintenance-reducing enhancement to the project for which the Engineer solicited and reviewed a cost proposal from the Contractor. All other prices in the change order are dependent upon unit prices found in the original bid.			
5. Has this change created new circumstances or environmental			
conditions which may affect the project's impact, such as			
concealed or unexpected conditions discovered during actual			
construction?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ)			
clearance still valid? (if applicable)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
7. Is the TCEQ permit approval still valid? (sewer projects only)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8. Are the handicapped access requirements/approval			
still valid? (if applicable)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Are other Disaster Recovery contractual special condition clearance			
still valid?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(If no, specify):			

#### **NOTE:**

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

Account Executive: Stephanie Pecina  
 Phone: (210) 582-9316 ext:  
 Cell Phone: +1 210-563-0806  
 Fax:  
 Email: stephanie.pecina@twcable.com

**Order # 6760800**

<b>Business Name</b>			Jefferson County Adult Probation Dept.	<b>Customer Type:</b>	
<b>Federal Tax ID</b>			<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>	
*****9999			State		
<b>Billing Address</b>					
<b>Attention To:</b>			<b>Account Number</b>		
246 Dallas Ave Ste B Port Arthur TX 77640			8260170170522568		
<b>Billing Contact</b>		<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>		
Donna Kountz		(409) 951-2210	dkountz@co.jefferson.tx.us		
<b>Authorized Contact</b>					
<b>Authorized Contact</b>		<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>		
Donna Kountz		(409) 951-2210	dkountz@co.jefferson.tx.us		
<b>Technical Contact</b>					
<b>Technical Contact</b>		<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>		

**Internet and Video Order Information For** 246 Dallas Ave Ste B Port Arthur TX 77640

**Service Type**

Video

**Internet and Video Order Information For** 800 4th St Port Arthur TX 77640

**Service Type**

Video  
Video

**New and Revised Services and Monthly Charges At 800 4th St , Port Arthur TX 77640**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Digital Convertor Box	4	\$10.00	\$40.00	12 Months
<b>*Total</b>			<b>\$40.00</b>	

\*Prices do not include taxes and fees.

**One Time fees At 800 4th St , Port Arthur TX 77640**

Description	Quantity	Sales Price	Total
BC Vid Instl	1	\$250.00	\$250.00
<b>Total</b>			<b>\$250.00</b>

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges for products being Moved To 800 4th St , Port Arthur TX 77640**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Basic & Standard TV Single Play	1	\$77.99	\$77.99	12 Months
zDNU Additional Outlet MRC	1	\$10.00	\$10.00	12 Months
zDNU Additional Outlet MRC	1	\$10.00	\$10.00	12 Months
zDNU Additional Outlet MRC	1	\$10.00	\$10.00	12 Months
<b>*Total</b>			<b>\$107.99</b>	

\*Prices do not include taxes and fees.

## Special Terms

## Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

*Stephanie Pecina*

Authorized Signature for Time Warner Cable Enterprises LLC

Stephanie Pecina Account Manager II

Printed Name and Title

February 4th, 2016

Date Signed

*[Signature]*

Authorized Signature for Customer

*Jeff R. Branick, Jefferson County Judge*

Printed Name and Title

*February 8, 2016*

Date Signed

ATTEST

DATE

*Carly L. Gundy*  
*2/8/16*



## Commercial Property Ownership Verification Form

To assist in the timely delivery of your contracted services Time Warner Business Class will need to document if you are the owner of the building in which your business resides by completing Section 1 below. If you **do not** own the property we require the Property Owner/Manager contact information to be provided by completing Section 2 below. We would also ask that you notify the Property Owner/Manager that you have signed up for Time Warner Cable services. We will be contacting the Property Owner/Manager to obtain a right of entry agreement to permit us to enter upon the property to install the services.

Section 1 - Please complete this section if **you own** your Commercial Property

---

Authorized Signature

---

Printed Name and Title

---

Date Signed

Section 2 - Please complete this section if **you do not own** your Commercial Property

---

Property Owner/Manager Name and Title

---

Property Owner/Manager Phone #

---

Property Owner/Manager Email Address



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in dark ink, appearing to be "Deborah Clark", is written over the printed name.

Date: February 2, 2016

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

February 8, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COMMUNITY SUPERVISION P.A	BLUE FABRIC CHAIR		
COMMUNITY SUPERVISION P.A	4 - BLACK CHAIRS		
COMMUNITY SUPERVISION P.A	3-WOODEN CHAIRS		
COMMUNITY SUPERVISION P.A	BLACK FABRIC CHAIR		
COMMUNITY SUPERVISION P.A	CHAIR		20953
COMMUNITY SUPERVISION P.A	GREEN FABRIC CHAIR		
COMMUNITY SUPERVISION P.A	25" RCA TELEVISION		3367
COMMUNITY SUPERVISION P.A	DESK RETURN		
COMMUNITY SUPERVISION P.A	INTERCOM SYSTEM		
COMMUNITY SUPERVISION P.A	4-DRAWER FILE CABINET		20939
COMMUNITY SUPERVISION P.A	4-DRAWER FILE CABINET		14285
COMMUNITY SUPERVISION P.A	4-DRAWER FILE CABINET		20949
COMMUNITY SUPERVISION P.A	4-DRAWER FILE CABINET		21107
COMMUNITY SUPERVISION P.A	4-DRAWER FILE CABINET		NO TAG
COMMUNITY SUPERVISION P.A	DESK		
COMMUNITY SUPERVISION P.A	OVERHEAD PROJECTOR		3949
COMMUNITY SUPERVISION P.A	SCANNER		23789
COMMUNITY SUPERVISION P.A	IBM WHEELWRITER TYPEWRITER		25787
COMMUNITY SUPERVISION P.A	DESK		21073
COMMUNITY SUPERVISION P.A	TYPEWRITER STAND		21106
COMMUNITY SUPERVISION P.A	COUNTER TOP CABINET		21057
COMMUNITY SUPERVISION P.A	7" TV MONITOR		
COMMUNITY SUPERVISION P.A	SANYO VHS PLAYER		26426
COMMUNITY SUPERVISION P.A	PANIC MONITOR		
<b>contact person: Dianna Columbus</b>			
COUNTY CLERK	IBM WHEELWRITER TYPEWRITER		6551
<b>contact person: Jessica Grammer</b>			

Approved by Commissioners' Court: \_\_\_\_\_

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

February 8, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
DISTRICT ATTORNEY	PAPER SHREDDER		17542
<i>contact person: Dan'na Vincent</i>			
ENGINEERING	3 - HIGH BACK LEATHER CHAIR		
<i>contact person: Romney Nedd</i>			
NARCOTICS	HP LASERJET 1000 SERIES	CNBJ205507	27171
<i>contact person: Keesha Guillory</i>			
TAX OFFICE - BEAUMONT	CANON CP 1013D CALCULATOR	233991	
TAX OFFICE - BEAUMONT	BROTHER INTELLIFAX 2820	UC1325D6J433736	
TAX OFFICE - BEAUMONT	CANON CP 1008D CALCULATOR		
TAX OFFICE - BEAUMONT	MAGNAVOX TELEVISION	AE1B0537000483	
<i>contact person: Debbie Bevilacqua</i>			

Approved by Commissioners' Court: \_\_\_\_\_



## **AGENDA**

**February 8, 2016**

**Receive and file executed Ground Lease Option Termination Agreement between Jefferson County, Texas and Accelerated Development Operating Company.**



*Rec'd 1/29/16  
J*

January 25, 2016

Fred L. Jackson  
Staff Attorney  
P.O. Box 4025  
Beaumont, Texas 77704

RE: Ground Lease Option Termination Agreement  
Highway 69 and Jerry Ware  
Nederland, Texas

Mr. Jackson,

Per your request, enclosed please find an original, executed document for the termination of the ground lease. Upon your filing, you can remit the funds to:

Accelerated Development Operating Company  
Attention: Phil Kwiecinski  
2415 E. Camelback Road, Suite 400  
Phoenix, AZ 85016

Sincerely,

A handwritten signature in blue ink, appearing to read "DSC", is written over the word "Sincerely,".

Davis S. Cheatham  
Managing Member  
Accelerated Development Operating Company

## Ground Lease Option Termination Agreement

On May 5, 2014 a Ground Lease Option, herein after referred to as the Option Agreement, attached as Exhibit A, was entered into by Jefferson County, Texas, herein after referred to as Optionee - Landlord, and Accelerated Development Operating Company, herein after referred to as Optionor – Tenant.

Whereas, the real property parcel optioned is described in Paragraph 1.01(a)i in Exhibit A.

Whereas, the provisions of Paragraph 1.10(b) provides that the term of the Option Agreement will expire two (2) years from the date of execution, May 5, 2014, of the Option Agreement, or May 4, 2016.

Whereas, Optionee-Landlord and Optionor-Tenant desire to terminate the Option Agreement effective January 6, 2016.

Whereas, paragraph 1.01(c) of the Option Agreement required Optionor –Tenant to provide consideration in the amount of Fifty Thousand Dollars (\$ 50,000.00) to Optionee – Landlord.

Now therefore, per the provisions of paragraph 1.01(c), upon termination of the Option Agreement, Optionor – Tenant is entitled to reimbursement of the amount deposited to Optionee – Landlord.

**OPTIONEE - LANDLORD:**

JEFFERSON COUNTY, TEXAS  
OPERATING

BY: \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) 1.19.16

**OPTIONOR - TENANT:**

ACCELERATED DEVELOPMENT  
COMPANY, LLC

BY: \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) 1-25-16

ATTEST:



ATTEST:

\_\_\_\_\_



# JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH  
LAW ENFORCEMENT

CHIEF GEORGE MILLER  
CORRECTIONS

CHIEF MARK DUBOIS  
SERVICES

CHIEF RON HOBBS  
NARCOTICS

Date: February 2, 2016

To: Patrick Swain  
Jefferson County Commissioners

From: Chief Mark Dubois

Re: Replacement Vehicle

The Sheriff's Office is requesting to utilize contingency funds for the purchase of a replacement patrol vehicle that was involved in a fleet accident. The service center has advised that the cost of the repairs exceeds the value of the vehicle. The amount of a replacement vehicle will be \$34,020, with \$1,197.93 needed for equipment for the vehicle. **\$ 35,938**


I am attaching a copy of the vehicle and equipment quote as well as the accident reports.


Feel free to contact me should you have any questions.

120-3059-421-6007

120-0000-415-9999

Thanks,

  
\_\_\_\_\_  
Mark Dubois  
Chief Deputy, Services

 <b>CONTRACT PRICING WORKSHEET</b> For Standard Equipment Purchases		Contract No.:	VE11-15	Date Prepared:	1/14/2016
This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.					
Buying Agency:	JEFFERSON COUNTY		Contractor:	CALDWELL COUNTRY CHEVROLET	
Contact Person:	JOE ZURITA		Prepared By:	AVERYT KNAPP	
Phone:	409-719-5937 / 409-835-8593		Phone:	979-567-6116	
Fax:	409-835-8513		Fax:	979-567-0853	
Email:	JZURITA@CO.JEFFERSON.TX.US		Email:	AKNAPP@CALDWELLCOUNTRY.COM	
Product Code:	A17	Description:	2016 CHEVROLET TAHOE PPV CC15706		
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>					31,969.00
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.</b> (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
LH SPOTLIGHT 7X6		490			
HGAC PUBLISHED OPTION DISCOUNT		-24			
DUAL BATTERIES, LOCKING REAR AXLE DIFFERENTIAL		INCL			
CLOTH BUCKET/VINYL REAR BENCH		INCL			
REAR VISION CAMERA, BLUETOOTH CAPABILITY		INCL			
OEM TRAILER HITCH PACKAGE		INCL			
				Subtotal From Additional Sheet(s):	
				<b>Subtotal B:</b>	466
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b> (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
				Subtotal From Additional Sheet(s):	
				<b>Subtotal C:</b>	0
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:		0%
<b>D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)</b>					
Description		Cost	Description		Cost
DELIVERY		570	FLOOR PLAN INTEREST		415
EXTERIOR COLOR BLACK					
				<b>Subtotal D:</b>	985
<b>E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)</b>					33420
Quantity Ordered:	1	X Subtotal of A + B + C + D:	33420	= Subtotal E:	33420
<b>F. H-GAC Fee Calculation (From Current Fee Tables)</b>					<b>Subtotal F:</b> 600
<b>G. Trade-Ins / Other Allowances / Special Discounts</b>					
Description		Cost	Description		Cost
				<b>Subtotal G:</b>	0
<b>Delivery Date:</b>		<b>UNIT IN STOCK</b>		<b>H. Total Purchase Price (E+F+G):</b> 34020	



1211 Highway 96 North  
SILSBEE, TEXAS 77656  
(409) 895-3800

## PARTS INVOICE

INVOICE NO. 002032	CUSTOMER NO. JEFF11	PO. # X0	CUSTOMER NAME JEFFERSON COUNTY	DATE 01/14/16
THANK YOU FOR YOUR BUSINESS			1149 PEARL ST BEAUMONT TX 77701	
JOE @ SERVICE CENTER				

## Customer Quote

GMJ	(3)	1	GJ.DSLOWER9	9" LOWER POLE	54.00	36.94	36.94
JTD	(3)	1	425-6012	15" CONSOLE STD	161.13	115.78	115.78
JTD	(3)	1	425-6022	FLOOR PLATE	126.66	91.01	91.01
JTD	(3)	1	425-6205	DUAL CUPHOLDER	44.09	31.68	31.68
SPO	(3)	1	W.SAK55	SPKR BRKT	37.00	26.64	26.64
PRG	(3)	1	PG.P5700T15A	PARTITION	626.00	450.72	450.72
PRG	(3)	1	PG.RP57T15	RECESSED PANEL	91.00	73.44	73.44
PRG	(3)	1	PG.SP57BS15	SEAT PROTECTOR	78.00	57.60	57.60
PRG	(3)	1	PG.S5705T15	RR SEAT/BARRIER	1096.00	789.12	789.12

Counterman 57 Quoted: 01/14/2016 16:07:29

Freight 245.00  
Parts 1672.93  
State Tax .00

Quote Total 1917.93

## DISCLAIMER OF WARRANTIES

Any warranties on the product and hereby are those made by the manufacturer. The Seller, Silsbee Ford, Inc., hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and Silsbee Ford, Inc., neither assumes nor authorizes any person to assume for any liability in connection with the sale of said products.

## TERMS

No returns on electrical or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.

CUSTOMER SIGNATURE

002032

Customer Quote

SDAUTRPT  
12/28/15 1:20:19

JEFFERSON COUNTY SHERIFF'S OF CE  
OFFENSE REPORT  
\* AUTHORIZED \*

PAGE 1

Case: B15- 26541

Date: 15-12-27 Time Received: 22:22 Time Dispatched: 22:22  
(YY-MM-DD) Time Arrived: 22:22 Time Completed: 23:00

Complainant-> (L)/Business (F) (M) DOB R S  
THOMAS DEPUTY R 0/00/00  
Addr: 1001 PEARL ST. City: BEAUMONT St: TX Zip: 77701  
Phone(s): (409)835-8411 (000)000-0000 (000)000-0000

Reported By-> (L) SAME (F) (M)  
Addr: City: St: Zip:  
Phone(s): (000)000-0000 (000)000-0000 (000)000-0000

Offense: 502 ACCIDENT - FLEET

Date/time  
Occurred: 12/27/15 AT 10:22PM

Location: HWY. 69 (EASTEX FRWY.) IN FRONT OF SAMS WHOLESALE  
City: BEAUMONT Grid:  
Means of Entry:

Unit Assigned: THOMAS R Other Officer:

Disposition: SEE REPORT

UCR: 0 UCR-ID: Status: Filed Y/N: Report Y/N:

Remarks: DEPUTY WAS INVOLVED IN A SINGLE VEHICLE FLEET ACCIDENT.

CID	Req Time	Arr Time	Inv	2nd
ID	Req Time	Arr Time	Id	2nd
Investigator Assigned			2nd Inv	

\* \* \* \* WITNESS INFORMATION \* \* \* \*

\* \* \* \* SUSPECT INFORMATION \* \* \* \*

\* \* \* \* VICTIM INFORMATION \* \* \* \*

\* \* STOLEN/DAMAGED/RECOVERED PROPERTY \* \*

TYPE	QUANTITY	DESCRIPTION	\$ VALUE
D	ONE	JEFFERSON COUNTY PATROL VEHICLE	0

SN Make Model Color  
Year: 2011 Make: FORD Model: CROWN VICTORIA Color: BLUE  
VIN: 2FABP7BV6BX159590 License: 1120571 TX Year:  
NCIC/TCIC-> Entry#: In date/officer: 0/00/00/  
Clear date/officer: 0/00/00/

\* \* \* \* PROPERTY/EVIDENCE \* \* \* \*

DAUTRPT

12/28/15 1:20:19

JEFFERSON COUNTY SHERIFF'S OFFICE  
OFFENSE REPORT  
\* AUTHORIZED \*

PAGE 2

Case: B15- 26541

Report By: \_\_\_\_\_ Date: 12/28/15  
SGT. STEPHEN V. TERRELLApproved By: \_\_\_\_\_ Date: 12/28/15  
SGT. STEPHEN V. TERRELL

Jefferson County Sheriff's Office  
Supplement to Offense Report

Case No: B 15- 26541

Offense: ACCIDENT - FLEET

Complainant: THOMAS, DEPUTY R  
1001 PEARL ST., BEAUMONT, TX

Victim:

Witness:

Suspect:

NARRATIVE:

-----  
On Sunday, December 27, 2015 at approximately 10:22 PM, I Deputy Ryan Thomas was en route to a prowler call on River bend in Beaumont, Jefferson County Texas. Deputy Flores was in the area of the prowler call and after he arrived, he stated he located someone and they were running from him. I was traveling Eastbound in the 1600 block of I-10 S. in front of Sams Club in Beaumont, Jefferson County, Texas, following Deputy Unruh and Deputy Drodgy.

While traveling to the above mentioned call for service, it began to rain. Due to the nature of the current situation, I was traveling with my emergency lights on. I also had my Coban in car audio/video system on. As I approached the area of I-10 East, between Washington Boulevard and College Street, my patrol unit began hydroplaning and I lost control of the vehicle. I attempted to regain control of my patrol unit but was unsuccessful. My patrol unit struck the center concrete divider with the front left quarter panel. After striking the concrete divider, the air bag in my patrol unit deployed. I was traveling in the left hand lane, when I struck the concrete divider.

Officer Barnett with the Beaumont Police Department arrived on scene and worked the accident. Spanky's wrecker service towed the patrol unit (1192) to the Jefferson County Service center. My patrol unit is a 2011, Ford Crown, Victoria. The patrol vehicle had an extensive amount of front end damage. I took photographs of the damages to the vehicle. I downloaded the picture to the crime scene computer in the downtown patrol office

The Coban audio/ video system was on when the accident occurred. This video will be uploaded to the Coban Computer system at the Jefferson County Sheriff's Office.

Report By:

DEP. RYAN THOMAS

Date 12/28/15

Approved By:

SGT. STEPHEN V. TERRELL

Date 12/28/15

**Jefferson County  
Report of Motor Vehicle Accident**

**Time and Place**

Date 12/27/2015	Time 10:22 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Street 1600 Block IH-10	City Beaumont	County Jefferson	State Texas
--------------------	--	----------------------------	------------------	---------------------	----------------

**County Vehicle**

Make/Model/Year Ford / Crown Victoria / 2011	Body Style 4 door	Vehicle I.D. # 1192	License Plate # 1120571
Extent of Damage Extensive front end damage			

**County Driver**

Name First Gregory	Middle Ryan	Last Thomas	Work Telephone # (409) 835-8411
Street Address 1001 Pearl St.	City Beaumont	State Texas	Zip Code 77701
Home Telephone # (409) 767-3200			Driver's License # 17812354
For What Purpose Was County Vehicle Being Used Patrol- Law Enforcement			
Injured: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
IF INJURED YOU <u>MUST</u> COMPLETE AN ON-THE-JOB INJURY/ILLNESS REPORT			

**County Vehicle Passenger Information**

Name	Address	Telephone #	County Employee?	Injured?
1) N/A				
2)				
3)				

**Other Vehicle Involved**

Owner's Name N/A	Street N/A	Address	City	State	Zip Code
Make/Model/Year	Body Style	License Plate #	Condition of Vehicle		
Extent of Damage					
Driver's Name	Street	Address	City	State	Zip Code
Insurance Company Name	Phone #	Policy #			
Injured: Yes <input type="checkbox"/> No <input type="checkbox"/>					

**Other Vehicle Passenger Information**

Name	Address	Telephone #	Injured?
1) N/A			
2)			
3)			

CONTINUED ON BACK

**Property Damage Other Than Vehicles**

Description N/A
Extent of Damage

**Witnesses or Persons Present**

Name	Address	Telephone #	Witness	Person Present
1) N/A				
2)				
3)				

<b>Surface</b> <input type="checkbox"/> Concrete <input checked="" type="checkbox"/> Blacktop <input type="checkbox"/> Gravel <input type="checkbox"/> Dirt	<b>Light</b> <input type="checkbox"/> Dawn <input type="checkbox"/> Daylight <input type="checkbox"/> Dusk <input type="checkbox"/> Dark-Light <input checked="" type="checkbox"/> Dark-No Light	<b>Traffic Control</b> <input type="checkbox"/> Officer/Watchman <input type="checkbox"/> Stop & Go/Flashing Light <input type="checkbox"/> Stop Sign <input type="checkbox"/> Railroad Crossing <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> No Traffic Patrol Present	<b>Kind of Locality</b> <input type="checkbox"/> Manufacturing/Industrial <input checked="" type="checkbox"/> Shopping/Business <input type="checkbox"/> Residential District <input type="checkbox"/> School/Playground <input type="checkbox"/> Open County <input type="checkbox"/> Other _____
<b>Surface Conditions</b> <input type="checkbox"/> Dry <input checked="" type="checkbox"/> Wet <input type="checkbox"/> Snowy <input type="checkbox"/> Icy	<b>Weather</b> <input type="checkbox"/> Fog <input checked="" type="checkbox"/> Rain <input type="checkbox"/> Snow <input type="checkbox"/> Clear	<b>Police</b> <input checked="" type="checkbox"/> Accident Report Taken <input type="checkbox"/> Badge # T. BARNETT <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State	

**Description of Accident**

SEE B.P.D. CASE # 2015-029377

SEE ATTACHED REPORT J.C.S.O. CASE # B15-26541

*Sgt. [Signature]*  
 Signature of Person Completing Report

12/28/2015

Date

**Submit original report and any support documentation to:**

Jefferson County  
 Risk Management Dept  
 215 Franklin, Ste. 202  
 Beaumont, TX 77701  
 (409) 835-8672 Phone

**JEFFERSON COUNTY  
ON-THE-JOB INJURY/ILLNESS REPORT**

**EMPLOYEE INFORMATION: (ALL INFORMATION MUST BE COMPLETED)**

Employee Name: Thomas Gregory R. SS#: 637-24-0779  
Last First M.I.  
 Date of Birth: 05/18/1981 Home Phone #: (409) 767-3200 Race: WHITE  
 Mailing Address: 3358 Lacy Ln. Silsbee TX. 77656  
Street City State/Zip County  
 Marital Status: ☒ Married ☐ Widowed ☐ Separated ☐ Single ☐ Divorced # of Dependent Children: 3 Spouses Name: Lacy Thomas

Length of Service: In Current Position: 9 Months \_\_\_\_ Years In Occupation: 9 Months \_\_\_\_ Years

**INJURY INFORMATION: (ALL INFORMATION MUST BE COMPLETED)**

Date of Injury: 12/27/1981 Time of Injury: 10:22 ☐ AM ☒ PM  
 Was there any lost time: ☐ Yes ☒ No Date Lost Time Began: \_\_\_\_\_  
 Nature of Injury: ☒ Abrasion ☐ Amputation ☐ Allergic Reaction ☐ Bite ☐ Break ☐ Burn ☐ Contus/Bruise  
☐ Concussion ☐ Carp. Tun. Syn ☐ Contag. Disease ☐ Dislocation ☐ Dust ☐ Elec. Shock ☐ Fracture ☐ Heart Attack  
☐ Hernia ☐ Heat Stroke ☐ Inflammation ☐ Infection ☐ Laceration ☐ Poison ☐ Puncture ☐ Sprain  
☒ Strain ☐ Other \_\_\_\_\_

Body Part Injured: ☒ Left ☐ Right  
☐ Ankle ☐ Arm low ☐ Arm Upper ☐ Back Low ☐ Back Upper ☐ Back Middle ☐ Ear ☐ Elbow ☐ Eye  
☐ Finger(s) ☐ Foot ☐ Hand ☐ Head ☐ Heart ☐ Hip ☐ Knee ☐ Leg Low  
☒ Leg Upper ☐ Mouth ☒ Neck ☐ Pelvis ☐ Teeth ☐ Thumb ☐ Toe ☐ Wrist  
☐ Mult Body Parts ☐ Other \_\_\_\_\_

How and Why Injury/Illness Occurred: Deputy was involved in a fleet vehicle accident. Has an abrasion on left upper leg and has pain in neck area.

Did you get any type of medical treatment for your injury? ☐ Yes ☒ No If yes, have you been taken off of work by the doctor? ☐ Yes ☐ No  
 If yes, please give the following Doctor/Facility information where treatment was rendered:

Doctor/Facilities Name: \_\_\_\_\_  
 Doctor/Facilities Mailing Address: \_\_\_\_\_

Was employee doing his regular job? ☒ Yes ☐ No Street City State/Zip  
 Worksite Location of Injury (stairs, side of road, office, etc): On Interstate Hwy.

Cause of Injury: ☐ Animal/Insect ☐ Assault/Criminal ☐ Burn/Chemical ☐ Burn/Fire ☐ Burn/Hot Obj ☐ Burn/Misc.  
☐ Cut/Glass ☐ Cut/Hand Tool ☐ Cut/Power Tool ☐ Cut/Misc. ☐ Fall/Same Lvl ☐ Fall/Diff. Lvl ☐ Fall/Ladder  
☐ Fall/Misc. ☐ Foreign Body Eye ☐ Slipped ☐ Step/Object ☐ Strain/Carry ☐ Strain/Hold ☐ Strain/Jumping  
☐ Strain/Lifting ☐ Strain/Misc ☐ Strain/Pulling ☐ Strain/Push ☐ Strain/Misc. ☐ Struck/Object ☒ Vehicle Collision  
☐ Other \_\_\_\_\_

Name of Business if incident occurred on a business site: N/A

Address where injury occurred: \_\_\_\_\_  
Street City State/Zip County

Witnesses to incident: N/A

Return to work date expected: \_\_\_\_\_ Department: \_\_\_\_\_

Supervisor's Name: Sgt. Stephen Terrell Phone Number: (409) 835-8411

Supervisor's Signature: *Sgt. Stephen Terrell* Date Reported: 12/28/2015

RETURN ORIGINAL TO THE RISK MANAGEMENT DEPARTMENT WITHIN 24 HOURS  
 Fax (409) 835-8634

☐ FATAL ☐ CMV ☐ SCHOOL BUS ☐ RAILROAD ☐ MAB ☐ SUPPLEMENT ☐ ACTIVE SCHOOL ZONE

 Total Num. Units **001** Total Num. Prsns. **001** TxDOT Crash ID

68


 Texas Peace Officer's Crash Report (Form CR-3 1/1/2015)  
 Mail to: Texas Department of Transportation, Crash Data & Analysis, P.O. Box 149349, Austin, TX 78714. Questions? Call 844-274-7457  
 Refer to Attached Code Sheet for Numbered Fields

\* = These fields are required on all additional sheets submitted for this crash (ex.: additional vehicles, occupants, injured, etc.)

Page **1** of **3**

*Crash Date (MM/DD/YYYY) <b>12/27/2015</b>		*Crash Time (24HRMM) <b>2223</b>		Case ID <b>2015-029377</b>		Local Use																																																							
*County Name <b>JEFFERSON</b>				*City Name																																																									
In your opinion, did this crash result in at least \$1,000 damage to any one person's property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Latitude (decimal degrees)		Longitude (decimal degrees)																																																							
ROAD ON WHICH CRASH OCCURRED																																																													
*1 Rdw. Sys. <b>IH</b>		*Hwy. Num. <b>10</b>		2 Rdw. Part <b>1</b>		Block Num. <b>1610</b>																																																							
3 Street Prefix		*Street Name <b>INTERSTATE 10</b>		4 Street Suffix																																																									
<input type="checkbox"/> Crash Occurred on a Private Drive or Road/Private Property/Parking Lot <input type="checkbox"/> Toll Road/Toll Lane <input type="checkbox"/> Speed Limit <b>65</b> <input type="checkbox"/> Const. Zone <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Workers Present <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Street Desc.																																																													
INTERSECTING ROAD, OR IF CRASH NOT AT INTERSECTION, NEAREST INTERSECTING ROAD OR REFERENCE MARKER																																																													
At Int. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		1 Rdw. Sys. <b>LR</b>		Hwy. Num.		2 Rdw. Part <b>1</b>																																																							
3 Street Prefix		Block Num. <b>3760</b>		Street Name <b>CORLEY</b>		4 Street Suffix																																																							
Distance from Int. or Ref. Marker <b>500</b>		<input type="checkbox"/> FT <input type="checkbox"/> MI		3 Dir. from Int. or Ref. Marker <b>N</b>		Reference Marker																																																							
Street Desc.		RRX Num.																																																											
Unit Num. <b>1</b>		5 Unit Desc. <b>1</b>		<input type="checkbox"/> Parked Vehicle <input type="checkbox"/> Hit and Run		LP State <b>TX</b>																																																							
LP Num. <b>1120571</b>		VIN <b>25FABP7B V6 B X 15959</b>																																																											
Veh. Year <b>2011</b>		6 Veh. Color <b>BLU</b>		Veh. Make <b>FORD</b>		Veh. Model <b>CROWN VIC</b>																																																							
7 Body Style <b>P4</b>		<input checked="" type="checkbox"/> Pol., Fire, EMS on Emergency (Explain in Narrative if checked)																																																											
8 DL/ID Type <b>1</b>		DL/ID State <b>TX</b>		DL/ID Num. <b>17812354</b>		9 DL Class <b>C</b>																																																							
10 CDL End. <b>96</b>		11 DL Rest. <b>96</b>		DOB (MM/DD/YYYY) <b>05/18/1981</b>																																																									
Address (Street, City, State, ZIP) <b>3358 LACY LANE, SILSBEE, TX 77656</b>																																																													
<table border="1"> <thead> <tr> <th>Person Num.</th> <th>12 Person Type</th> <th>13 Seat Position</th> <th>Name: Last, First, Middle Enter Driver or Primary Person for this Unit on first line</th> <th>14 Injury Severity</th> <th>15 Age</th> <th>16 Ethnicity</th> <th>17 Sex</th> <th>18 Eject</th> <th>19 Restr</th> <th>20 Airbag</th> <th>21 Helmet</th> <th>22 Sol.</th> <th>23 Alc. Spec.</th> <th>24 Result</th> <th>25 Drug Spec.</th> <th>26 Drug Result</th> <th>27 Drug Category</th> </tr> </thead> <tbody> <tr> <td><b>1</b></td> <td><b>1</b></td> <td><b>1</b></td> <td><b>THOMAS, GREGORY, RYAN</b></td> <td><b>N</b></td> <td><b>34</b></td> <td><b>W</b></td> <td><b>1</b></td> <td><b>1</b></td> <td><b>1</b></td> <td><b>2</b></td> <td><b>97</b></td> <td><b>N</b></td> <td><b>96</b></td> <td></td> <td><b>96</b></td> <td><b>2</b></td> <td><b>97</b></td> </tr> <tr> <td colspan="18">Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.</td> </tr> </tbody> </table>								Person Num.	12 Person Type	13 Seat Position	Name: Last, First, Middle Enter Driver or Primary Person for this Unit on first line	14 Injury Severity	15 Age	16 Ethnicity	17 Sex	18 Eject	19 Restr	20 Airbag	21 Helmet	22 Sol.	23 Alc. Spec.	24 Result	25 Drug Spec.	26 Drug Result	27 Drug Category	<b>1</b>	<b>1</b>	<b>1</b>	<b>THOMAS, GREGORY, RYAN</b>	<b>N</b>	<b>34</b>	<b>W</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>97</b>	<b>N</b>	<b>96</b>		<b>96</b>	<b>2</b>	<b>97</b>	Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.																	
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<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Lessee		Owner/Lessee Name & Address <b>JEFFERSON COUNTY 1149 PEARL ST, BEAUMONT, TX 77701</b>																																																											
Proof of <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Expired <input type="checkbox"/> No <input type="checkbox"/> Exempt		26 Fin. Resp. Type <b>7</b>		Fin. Resp. Name <b>SELF INSURED</b>		Fin. Resp. Num.																																																							
Fin. Resp. Phone Num. <b>(409) 835-8672</b>		27 Vehicle Damage Rating 1 <b>12</b>		27 Vehicle Damage Rating 2 <b>FL5</b>		Vehicle <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																							
Towed By <b>SPANKY'S WRECKER</b>		Towed To <b>WRECKER LOT</b>																																																											
Unit Num.		5 Unit Desc.		<input type="checkbox"/> Parked Vehicle <input type="checkbox"/> Hit and Run		LP State																																																							
LP Num.		VIN																																																											
Veh. Year		6 Veh. Color		Veh. Make		Veh. Model																																																							
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Proof of <input type="checkbox"/> Yes <input type="checkbox"/> Expired <input type="checkbox"/> No <input type="checkbox"/> Exempt		26 Fin. Resp. Type		Fin. Resp. Name		Fin. Resp. Num.																																																							
Fin. Resp. Phone Num.		27 Vehicle Damage Rating 1		27 Vehicle Damage Rating 2		Vehicle <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																							
Towed By		Towed To																																																											

Case ID **2015-029377**

TxDOT Crash ID

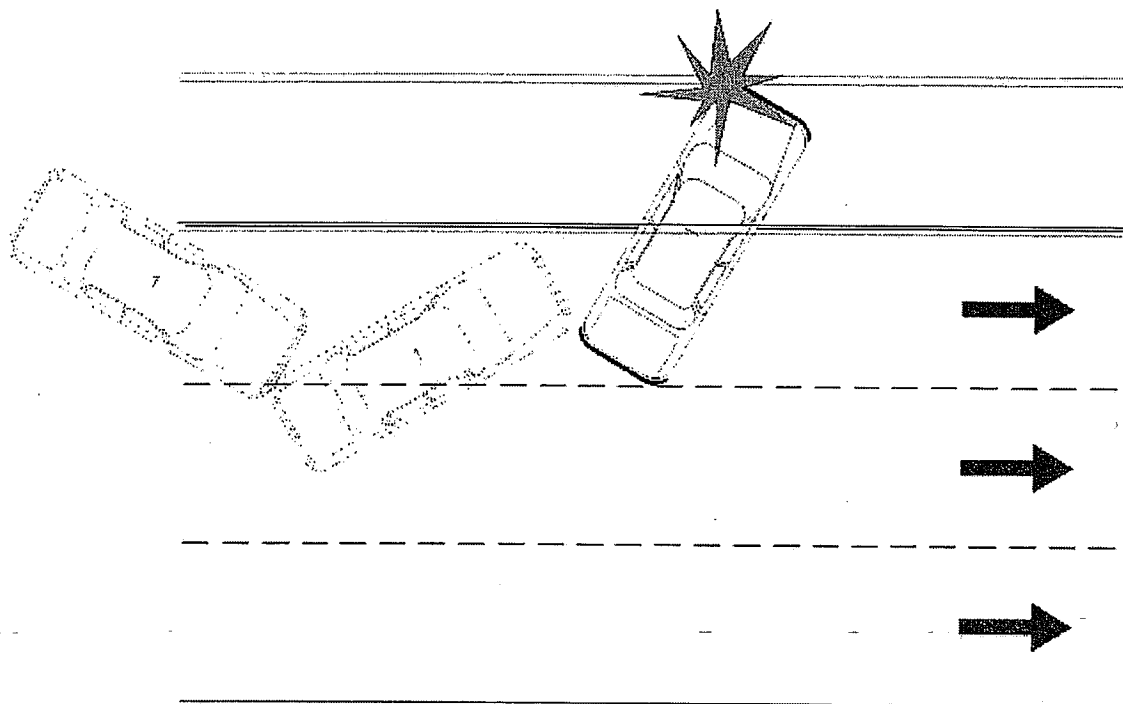
Page **2** of **3**

DISPOSITION OF INJURED/KILLED	Unit Num.	Prsn. Num.	Taken To	Taken By	Date of Death (MM/DD/YYYY)	Time of Death (24HRMM)
CHARGES	Unit Num.	Prsn. Num.	Charge			Citation/Reference Num.
DAMAGE	Damaged Property Other Than Vehicles		Owner's Name		Owner's Address	
CMV	Unit Num.	<input type="checkbox"/> 10,001+ LBS. <input type="checkbox"/> TRANSPORTING HAZARDOUS MATERIAL <input type="checkbox"/> 9+ CAPACITY		CMV Disabling Damage <input type="checkbox"/> Yes <input type="checkbox"/> No	28 Veh. Oper.	29 Carrier ID Type
	Carrier's Corp. Name	Carrier's Primary Addr.		30 Veh. Type		
	31 Bus Type	<input type="checkbox"/> RGWW <input type="checkbox"/> GVWR	HazMat Released <input type="checkbox"/> Yes <input type="checkbox"/> No	32 HazMat Class Num.	HazMat ID Num.	33 Cargo Body Style
	Trailer 1 Unit Num.	<input type="checkbox"/> RGWW <input type="checkbox"/> GVWR	34 Trlr. Type	CMV Disabling Damage <input type="checkbox"/> Yes <input type="checkbox"/> No	Trailer 2 Unit Num.	<input type="checkbox"/> RGWW <input type="checkbox"/> GVWR
	Sequence Of Events	35 Seq. 1	35 Seq. 2	35 Seq. 3	35 Seq. 4	
	36 Contributing Factors (Investigator's Opinion)	37 Vehicle Defects (Investigator's Opinion)	Environmental and Roadway Conditions			
FACTORS & CONDITIONS	Unit Num.	Contributing	May Have Contrib.	Contributing	May Have Contrib.	38 Weather Cond.
	<b>1</b>	<b>98</b>				<b>3</b>
						<b>2</b>
NARRATIVE & DIAGRAM	Investigator's Narrative Opinion of What Happened (Attach Additional Sheets If Necessary)				Field Diagram - Not to Scale	
	<p>Unit 1 was traveling North bound on 1610 IH 10 S in the far left lane. Unit 1 hydroplaned, Unit 1 tried to gain control of the vehicle but failed to do so resulting in him colliding with the barricade on the West side of the roadway.</p> <p style="text-align: center;">* * E N D * *</p>				<p>Indicate North</p>	
INVESTIGATOR	Time Notified (24HRMM)	<b>2 2 2 3</b>		How Notified	<b>DISPATCH</b>	
	Time Arrived (24HRMM)	<b>2 2 2 6</b>		Report Date (MM/DD/YYYY)	<b>1 2 / 2 7 / 2 0 1 5</b>	
	Invest. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Investigator Name (Printed) <b>BARNETT, TREVOR A.</b>		ID Num.	<b>2123</b>	
ORI Num.	<b>TX 1 2 3 0 1 0 0</b>		*Agency <b>BEAUMONT POLICE DEPARTMENT</b>		Service/Region/DA	



Indicate North

DIAGRAM



1610 INTERSTATE 10 S

Drawing Not To Scale

PGM: GMCOMMV2	DATE 02-08-2016	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
OFFICE DEPOT	94.35	417067
DAWN DONUTS	143.00	417267
		237.35**
ROAD & BRIDGE PCT.#1		
UNITED STATES POSTAL SERVICE	.97	417144
		.97**
ROAD & BRIDGE PCT.#2		
ENTERGY	93.32	417038
HERNANDEZ OFFICE SUPPLY, INC.	27.60	417042
HYDRAULIC & AIR REPAIR	315.00	417043
THE MUFFLER SHOP	56.00	417060
MUNRO'S	36.90	417061
SANITARY SUPPLY, INC.	528.80	417080
SETZER HARDWARE, INC.	17.77	417084
SMART'S TRUCK & TRAILER, INC.	54.62	417086
TRI-CON, INC.	2,464.54	417104
BUMPER TO BUMPER	43.99	417168
MEMBER'S BUILDING MAINTENANCE LLC	149.50	417231
		3,788.04**
ROAD & BRIDGE PCT. # 3		
A&A EQUIPMENT	130.53	416995
ENTERGY	336.45	417038
KAY ELECTRONICS, INC.	59.50	417049
MUNRO'S	52.36	417061
OFFICE DEPOT	61.98	417067
MATHESON TRI-GAS	146.41	417106
W. JEFFERSON COUNTY M.W.D.	26.13	417108
LOWE'S HOME CENTERS, INC.	161.69	417151
TEXAS GAS SERVICE	213.93	417160
WINDSTREAM	47.24	417178
SHOPPA'S FARM SUPPLY	56.50	417246
		1,292.72**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	16.54	416997
APAC, INC. - TROTTI & THOMSOM	208.76	417010
ENTERGY	1,219.51	417038
T. JOHNSON INDUSTRIES, INC.	6.25	417048
M&D SUPPLY	25.98	417052
MUNRO'S	75.15	417061
SANITARY SUPPLY, INC.	86.14	417080
SUTHERLAND LUMBER CO.	43.98	417092
TRIANGLE AIR CARE, INC.	330.00	417103
TRI-CON, INC.	2,771.72	417104
W. JEFFERSON COUNTY M.W.D.	84.78	417108
WHEELER TRUCK BODY EQUIPMENT	135.12	417109
UNITED STATES POSTAL SERVICE	1.42	417144
US POSTAL SERVICE	147.00	417148
INTERSTATE ALL BATTERY CENTER - BMT	119.95	417196
SUBURBAN PROPANE L.P.	352.79	417228
SOUTHEAST TEXAS PARTS AND EQUIPMENT	300.07	417235
SHOPPA'S FARM SUPPLY	25.59	417246
TRANSIT & LEVEL CLINIC LLC	144.00	417273
		6,094.75**
PARKS & RECREATION		
ENTERGY	69.43	417038
W. JEFFERSON COUNTY M.W.D.	52.26	417108
		121.69**
GENERAL FUND		
TAX OFFICE		
OFFICE DEPOT	645.92	417067
AT&T	104.01	417090
UNITED STATES POSTAL SERVICE	2,613.72	417144
TAAO	540.00	417152
100 PLUS BLACK WOMEN COALITION OF	100.00	417223

PGM: GMCOMMV2	DATE 02-08-2016	AMOUNT	CHECK NO.	PAGE: 2 72 TOTAL
NAME				
COASTAL BUSINESS FORMS		3,352.00	417224	7,355.65*
COUNTY HUMAN RESOURCES				
UNITED STATES POSTAL SERVICE		12.50	417144	12.50*
AUDITOR'S OFFICE				
OFFICE DEPOT		160.93	417067	
SOUTHEAST TEXAS WATER		29.95	417087	
UNITED STATES POSTAL SERVICE		221.50	417144	412.38*
COUNTY CLERK				
OFFICE DEPOT		219.13	417067	
UNITED STATES POSTAL SERVICE		243.93	417144	
WESTERN MICROGRAPHICS & IMAGING		81.30	417216	544.36*
COUNTY JUDGE				
BEAUMONT ENTERPRISE		302.64	417031	
JAN GIROUARD & ASSOCIATES		200.00	417035	
TAC - TEXAS ASSN. OF COUNTIES		125.00	417095	
UNITED STATES POSTAL SERVICE		.90	417144	628.54*
RISK MANAGEMENT				
OFFICE DEPOT		55.98	417067	
UNITED STATES POSTAL SERVICE		4.99	417144	60.97*
COUNTY TREASURER				
OFFICE DEPOT		74.19	417067	
UNITED STATES POSTAL SERVICE		354.06	417144	428.25*
PRINTING DEPARTMENT				
OLMSTED-KIRK PAPER		195.00	417069	
CIT TECHNOLOGY FINANCING SERVICE		499.00	417188	694.00*
PURCHASING DEPARTMENT				
UNITED STATES POSTAL SERVICE		11.29	417144	11.29*
GENERAL SERVICES				
CURTIS 1000, INC.		4,107.88	417029	
CASH ADVANCE ACCOUNT		105.00	417047	
TIME WARNER COMMUNICATIONS		2,440.57	417098	
TIME WARNER COMMUNICATIONS		84.17	417100	
VERIZON WIRELESS		303.92	417142	
SAM'S CLUB DIRECT		11.68	417218	
DYNAMEX INC		191.06	417232	
SPOK INC		3.00	417243	
COLIN'S KITCHEN LLC		65.48	417260	7,312.76*
DATA PROCESSING				
TODD L. FREDERICK		624.51	417147	
SPOK INC		12.07	417243	636.58*
VOTERS REGISTRATION DEPT				
OFFICE DEPOT		200.05	417067	
UNITED STATES POSTAL SERVICE		341.06	417144	541.11*
ELECTIONS DEPARTMENT				
FAST SIGNS, INC.		105.42	417033	
HART INTER CIVIC		3,280.05	417040	
CASH ADVANCE ACCOUNT		759.48	417047	
M&D SUPPLY		6.00	417052	
OFFICE DEPOT		48.00	417067	

PGM: GMCOMMV2	DATE 02-08-2016	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	1,147.37	417144
A. RIFKIN COMPANY	176.22	417167
		5,522.54*
DISTRICT ATTORNEY		
JEFFERSON CTY. PEACE OFFICERS ASSOC	105.00	417000
JEFFERSON CTY. DISTRICT ATTORNEY	13,740.00	417045
KIRKSEY'S SPRINT PRINTING	66.05	417051
OFFICE DEPOT	903.40	417067
TDCAA BOOK ORDERS	298.00	417096
TEXAS DISTRICT & COUNTY ATTY ASSN.	1,990.00	417102
UNITED STATES POSTAL SERVICE	373.25	417144
CHILD ABUSE & FORENSIC SERVICES	475.00	417150
RECALL TOTAL INFORMATION MANAGEMENT	823.15	417164
MCM ELEGANTE HOTEL	511.75	417173
STRATOS LEGAL	570.77	417202
THOMSON REUTERS-WEST	201.58	417227
HEALTHPORT	225.42	417230
		20,283.37*
DISTRICT CLERK		
CASH ADVANCE ACCOUNT	1,750.65	417047
OFFICE DEPOT	332.34	417067
TAC - TEXAS ASSN. OF COUNTIES	460.00	417094
UNITED STATES POSTAL SERVICE	306.58	417144
BLAKELY PARKHURST	17.07	417275
		2,866.64*
CRIMINAL DISTRICT COURT		
DAVID GROVE	900.00	417004
DAVID W BARLOW	4,375.00	417014
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,868.75	417015
THOMAS J. BURBANK, P.C.	12,691.80	417020
EDWARD B. GRIPON, M.D., P.A.	595.00	417037
MARSHA NORMAND	8,750.00	417063
OFFICE DEPOT	69.95	417067
KEVIN S. LAINE	2,500.00	417116
JAMES R. MAKIN, P.C.	2,707.50	417209
TERRENCE ALLISON	800.00	417221
THE DAWS LAW FIRM PLLC	900.00	417234
		37,158.00*
58TH DISTRICT COURT		
AMERICAN JUDGES ASSOCIATION., INC.	150.00	417008
		150.00*
60TH DISTRICT COURT		
OFFICE DEPOT	151.48	417067
		151.48*
252ND DISTRICT COURT		
DAVID W BARLOW	4,375.00	417014
THOMAS J. BURBANK, P.C.	2,700.00	417020
EDWARD B. GRIPON, M.D., P.A.	595.00	417037
MIKE VAN ZANDT	8,750.00	417107
UNITED STATES POSTAL SERVICE	86.83	417144
SUMMER TANNER	4,864.55	417180
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	417211
		21,966.38*
279TH DISTRICT COURT		
JACK LAWRENCE	350.00	417005
NATHAN REYNOLDS, JR.	187.50	417075
KEVIN PAULA SEKALY PC	1,050.00	417083
KIMBERLY PHELAN, P.C.	150.00	417175
WILLIAM MARCUS WILKERSON	500.00	417220
THE DAWS LAW FIRM PLLC	500.00	417234
TARA SHELANDER	1,575.00	417240
MELANIE AIREY	1,075.00	417249
LAW OFFICE OF J SCOTT FREDERICK	575.00	417250
GORDON D FRIESZ	500.00	417258
		6,462.50*
317TH DISTRICT COURT		

PGM: GMCOMMV2	DATE 02-08-2016	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
JUDY PAASCH	2,323.90	417169 2,323.90*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	21.16	417144 21.16*
JUSTICE COURT-PCT 4		
OFFICE DEPOT	99.99	417067 99.99*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	49.62	417144 49.62*
JUSTICE COURT-PCT 7		
OFFICE DEPOT	155.39	417067 155.39*
JUSTICE OF PEACE PCT. 8		
OFFICE DEPOT	218.46	417067 218.46*
COUNTY COURT AT LAW NO. 2		
GAYLYN COOPER	250.00	417001
TODD W. LEBLANC	550.00	417002
DAVID GROVE	300.00	417004
BRUCE W. COBB	250.00	417026
OFFICE DEPOT	53.19	417067
KEVIN PAULA SEKALY PC	1,200.00	417083
UNITED STATES POSTAL SERVICE	16.22	417144
DANIEL CLAYTON	250.00	417146
LANGSTON ADAMS	250.00	417157
C. HADEN CRIBBS JR., PC	250.00	417214
JARED GILTHORPE	1,000.00	417241
SAMUEL & SON LAW FIRM PLLC	250.00	417245
THE CEDILLO LAW FIRM	250.00	417253
AMY TOMLINSON	300.00	417264
		5,169.41*
COUNTY COURT AT LAW NO. 3		
MANNINGS SCHOOL SUPPLY	27.00	417054
OFFICE DEPOT	272.76	417067
CHARLES ROJAS	350.00	417119
UNITED STATES POSTAL SERVICE	11.65	417144
CAROLYN WIEDENFELD	250.00	417154
JARED GILTHORPE	250.00	417241
		1,161.41*
COURT MASTER		
UNITED STATES POSTAL SERVICE	1.25	417144 1.25*
MEDIATION CENTER		
TRI-CITY COFFEE SERVICE	27.65	417105
UNITED STATES POSTAL SERVICE	7.86	417144
		35.51*
SHERIFF'S DEPARTMENT		
GUARDIAN FORCE	108.00	416999
CITY OF NEDERLAND	32.07	417024
EQUINE MEDICINE & SURGERY	224.00	417032
FED EX	28.84	417034
NATIONAL NARCOTICS DECT. DOG ASSN.	375.00	417062
OFFICE DEPOT	812.95	417067
AT&T	296.30	417090
TEXAS DISTRICT & COUNTY ATTY ASSN.	714.00	417102
KEESHA GUILLORY	300.00	417117
UNITED STATES POSTAL SERVICE	1,459.36	417144
FIVE STAR FEED	132.00	417163
TRANSUNION RISK AND ALTERNATIVE	477.00	417248
		4,959.52*
CRIME LABORATORY		

PGM: GMCOMMV2	DATE 02-08-2016	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
ACCUTOX, INC.	90.04	416996
FED EX	111.05	417034
OFFICE DEPOT	187.34	417067
LOWE'S HOME CENTERS, INC.	10.08	417151
CERILLIANT	383.75	417158
CAYMAN CHEMICAL COMPANY	138.00	417199
LIPOMED	94.00	417204
SURVEY MONKEY	204.00	417238
ATTAINIT	496.66	417263
TRI-TECH FORENSICS	147.49	417272
JAIL - NO. 2		1,862.41*
HILO / O'REILLY AUTO PARTS	555.74	416998
JOHNSTONE SUPPLY	22.68	417006
BOB BARKER CO., INC.	3,653.50	417013
BELL FENCE MFG. CO.	166.80	417017
W.W. GRAINGER, INC.	454.96	417036
ENTERGY	38,042.21	417038
HERNANDEZ OFFICE SUPPLY, INC.	1,031.39	417042
ISI COMMERCIAL REFRIGERATION	537.00	417044
JACK BROOKS REGIONAL AIRPORT	1,505.58	417046
M&D SUPPLY	36.44	417052
MCNEILL INSURANCE AGENCY	142.00	417057
MOORE SUPPLY, INC.	13.56	417059
OFFICE DEPOT	63.09	417067
RALPH'S INDUSTRIAL ELECTRONICS	101.33	417078
SANITARY SUPPLY, INC.	245.00	417080
SCOTT EQUIPMENT, INC.	164.32	417081
AT&T	946.13	417090
WHOLESALE ELECTRIC SUPPLY CO.	288.93	417112
WORTH HYDROCHEM	327.00	417113
CDW COMPUTER CENTERS, INC.	24.87	417118
TABB TEXTILE COMPANY, INC.	3,480.00	417186
WORLD FUEL SERVICES	1,558.33	417198
FIVE STAR CORRECTIONAL SERVICE	51,667.39	417203
3 L PRINTING	25.00	417205
TITAN TESTING	226.00	417210
EPIC CARD SERVICES LLC	315.00	417217
MATERA PAPER COMPANY INC	4,029.52	417225
THOMSON REUTERS-WEST	3,701.25	417226
LONE STAR UNIFORMS	1,095.00	417261
TX TAG	1.15	417262
JUVENILE PROBATION DEPT.		114,421.17*
FED EX	29.83	417034
HERNANDEZ OFFICE SUPPLY, INC.	27.60	417042
ELAINE MADOLE	42.12	417053
LARONDA TURNER	58.32	417071
CHERYL TARVER	97.20	417114
UNITED STATES POSTAL SERVICE	13.23	417144
LATRICIA COLEMAN	99.36	417155
SHANNA CITIZEN	130.68	417156
LATASHA DILL	35.10	417174
LYNN BIERHALTER	86.40	417176
SHARON STREETMAN	54.00	417177
VACUUM CITY	29.97	417181
RASHUNDA FLETCHER	123.12	417190
BRIA LYNCH	15.66	417191
DURWARD MINOR	200.34	417229
JOSH CUYOS	190.08	417239
SPOK INC	48.28	417243
MONDAI RUBIN	31.32	417252
ROXANA MITCHELL	306.18	417257
CLINEECIA TROTTY	75.60	417259
JUVENILE DETENTION HOME		1,694.39*
BEAUMONT TROPHIES	107.90	417016
AT&T	686.41	417090
JOHN C. WHITE, D.D.S.	50.00	417110
OAK FARM DAIRY	459.00	417115

PGM: GMCOMMV2	DATE 02-08-2016	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
FLOWERS FOODS	176.73	417165
BEN E KEITH FOODS	2,289.65	417166
VACUUM CITY	254.85	417181
VANSCHCA SANDERS-CHEVIS	400.00	417182
FIRETROL PROTECTION SYSTEMS, INC.	138.00	417194
AI FILTER SERVICE COMPANY	183.79	417213
KELLILYN WORLEY	150.00	417251
CONSTABLE PCT 1		4,896.33*
FRED PRYOR SEMINARS & CAREER TRACK	796.00	417074
UNITED STATES POSTAL SERVICE	42.50	417144
CONSTABLE-PCT 4		838.50*
TEXAS STATE UNIVERSITY SAN MARS	150.00	417089
CONSTABLE-PCT 6		150.00*
UNITED STATES POSTAL SERVICE	33.92	417144
CONSTABLE PCT. 8		33.92*
SILSBEE FORD INC	816.43	417233
COUNTY MORGUE		816.43*
BJ TRANSPORT SERVICE, INC.	7,583.33	417012
FMMS HOLDINGS OF TEXAS LLC	42,500.00	417215
HEALTH AND WELFARE NO. 1		50,083.33*
GUARDIAN FORCE	80.00	416999
CITY OF BEAUMONT	40.00	417009
BROUSSARD'S MORTUARY	1,500.00	417019
CALVARY MORTUARY	1,500.00	417021
CLAYBAR FUNERAL HOME, INC.	2,997.00	417025
ENTERGY	24.57	417039
UNITED STATES POSTAL SERVICE	75.43	417144
CENTERPOINT ENERGY RESOURCES CORP	84.68	417171
CARLETTE SULLIVAN	20.00	417185
TINA CHAMPAGNE	32.40	417189
PROCTOR'S MORTUARY INC	3,000.00	417200
PDR DISTRIBUTION LLC	59.95	417212
SPOK INC	22.88	417243
HEALTH AND WELFARE NO. 2		9,436.91*
OFFICE DEPOT	97.53	417067
TIME WARNER COMMUNICATIONS	81.16	417099
SAM'S CLUB DIRECT	33.58	417218
SPOK INC	7.71	417243
NURSE PRACTITIONER		219.98*
SIERRA SPRING WATER CO. - BT	5.00	417145
CHILD WELFARE UNIT		5.00*
DISA, INC.	81.00	417030
BEAUMONT OCCUPATIONAL SERVICE, INC.	2,027.25	417149
DIAMOND DELFIERRO PAYEE	30.00	417207
TALON BORDELON	15.00	417208
ABBIE BLANDFORD	30.00	417236
K-MART #4128	392.60	417247
ENVIRONMENTAL CONTROL		2,575.85*
OFFICE DEPOT	125.23	417067
AT&T	30.69	417090
TEXAS COMMISSION ON ENVIRONMENTAL	111.00	417162
INDIGENT MEDICAL SERVICES		266.92*

PGM: GMCOMMV2	DATE 02-08-2016	PAGE: 7
NAME	AMOUNT	CHECK NO.
		TOTAL
RR DONNELLEY	539.78	417266
MAINTENANCE-BEAUMONT		539.78*
BINSWANGER GLASS CO.	84.00	417018
CITY OF BEAUMONT - WATER DEPT.	544.41	417023
COBURN'S, BEAUMONT BOWIE (1)	301.27	417027
W.W. GRAINGER, INC.	301.32	417036
ENTERGY	820.28	417038
MCCOWN PAINT & SUPPLY OF TEXAS	190.85	417055
OFFICE DEPOT	122.48	417067
PORTER'S, INC.	8.00	417073
ACE IMAGEWEAR	1,483.08	417085
AT&T	343.20	417090
TCT INDUSTRIES, INC.	2,443.00	417101
TRI-CON, INC.	1,411.16	417104
AT&T GLOBAL SERVICES	3,053.00	417161
CENTERPOINT ENERGY RESOURCES CORP	7,520.34	417170
CUSTOM FLOORING - VIDOR	150.00	417179
BEAUMONT BLINDS AND SHUTTERS	199.26	417187
AT&T	3,926.17	417271
MAINTENANCE-PORT ARTHUR		22,901.82*
ALLIED ELECTRIC, INC.	105.00	417003
ALL-PHASE ELECTRIC SUPPLY	2,194.12	417028
MAINTENANCE-MID COUNTY		2,299.12*
CITY OF NEDERLAND	129.78	417024
ENTERGY	398.06	417038
M&D SUPPLY	27.39	417052
RITTER @ HOME	149.47	417076
ACE IMAGEWEAR	58.24	417085
AT&T	692.00	417090
W. JEFFERSON COUNTY M.W.D.	152.26	417108
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	417231
SERVICE CENTER		3,532.72*
W.W. GRAINGER, INC.	892.94	417036
KINSEL FORD, INC.	47.76	417050
MEINEKE	35.00	417058
MUNRO'S	80.40	417061
OFFICE DEPOT	31.99	417067
OVERHEAD DOOR CO.	259.50	417070
PHILPOTT MOTORS, INC.	14.62	417072
TRI-CON, INC.	5,785.81	417104
JEFFERSON CTY. TAX OFFICE	7.50	417121
JEFFERSON CTY. TAX OFFICE	7.50	417122
JEFFERSON CTY. TAX OFFICE	7.50	417123
JEFFERSON CTY. TAX OFFICE	7.50	417124
JEFFERSON CTY. TAX OFFICE	7.50	417125
JEFFERSON CTY. TAX OFFICE	7.50	417126
JEFFERSON CTY. TAX OFFICE	7.50	417127
JEFFERSON CTY. TAX OFFICE	7.50	417128
JEFFERSON CTY. TAX OFFICE	7.50	417129
JEFFERSON CTY. TAX OFFICE	7.50	417130
JEFFERSON CTY. TAX OFFICE	7.50	417131
JEFFERSON CTY. TAX OFFICE	7.50	417132
JEFFERSON CTY. TAX OFFICE	7.50	417133
JEFFERSON CTY. TAX OFFICE	7.50	417134
JEFFERSON CTY. TAX OFFICE	7.50	417135
JEFFERSON CTY. TAX OFFICE	7.50	417136
JEFFERSON CTY. TAX OFFICE	7.50	417137
JEFFERSON CTY. TAX OFFICE	7.50	417138
JEFFERSON CTY. TAX OFFICE	22.00	417139
JEFFERSON CTY. TAX OFFICE	22.00	417140
JEFFERSON CTY. TAX OFFICE	7.50	417141
BUMPER TO BUMPER	685.66	417168
ROBERT'S TEXACO XPRESS LUBE	150.45	417192
AMERICAN TIRE DISTRIBUTORS	330.66	417193
SILSBEE FORD INC	350.40	417233

PGM: GMCOMMV2	DATE 02-08-2016	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
TEXAS DEPARTMENT OF MOTOR VEHICLES	16.75	417256
MATCO TOOLS	248.28	417274
		9,116.72*
VETERANS SERVICE		
HILARY GUEST	114.24	417159
		114.24*
		353,200.46**
MOSQUITO CONTROL FUND		
HILO / O'REILLY AUTO PARTS	350.99	416998
CITY OF NEDERLAND	29.00	417024
JACK BROOKS REGIONAL AIRPORT	148.20	417046
MUNRO'S	172.40	417061
OFFICE DEPOT	8.69	417067
RITTER @ HOME	31.96	417076
ROMERO GLASS CO.	239.00	417077
AT&T	30.70	417090
TEXAS DEPARTMENT OF AGRICULTURE	375.00	417269
		1,368.56**
J.C. FAMILY TREATMENT CT.		
JUDY PAASCH	50.00	417169
PATRICIA VELASCO	1,050.00	417268
		1,100.00**
SECURITY FEE FUND		
JIMMY SHIFFLETT	63.98	417242
		63.98**
LAW LIBRARY FUND		
LEXISNEXIS MATTHEW BENDER	992.71	417153
THOMSON REUTERS-WEST	2,939.21	417226
O'CONNOR'S	105.00	417270
		4,036.92**
EMPG GRANT		
SOUTHEAST TEXAS WATER	29.85	417088
		29.85**
GRANT A STATE AID		
SAM HOUSTON STATE UNIVERSITY	240.00	417079
SPOK INC	19.78	417243
		259.78**
COMMUNITY SUPERVISION FND		
BEAUMONT TROPHIES	430.25	417016
HAZELDEN EDUCATIONAL MAT	253.90	417041
CASH ADVANCE ACCOUNT	761.75	417047
OFFICE DEPOT	2,781.01	417067
UNITED STATES POSTAL SERVICE	79.36	417144
GERALD T ROGERS PRODUCTIONS	40.00	417201
FMS PRODUCTIONS	954.00	417219
		5,300.27**
JEFF. CO. WOMEN'S CENTER		
CAREER TRACK SEMINARS	396.00	417022
CITY OF BEAUMONT - WATER DEPT.	1,347.82	417023
CURTIS 1000, INC.	684.85	417029
KIM MCKINNEY, LPC, LMFT	150.00	417056
OFFICE DEPOT	263.05	417067
SUPREME SALES CO., INC.	897.70	417091
SYSCO FOOD SERVICES, INC.	1,846.37	417093
TIME WARNER COMMUNICATIONS	32.74	417097
CDW COMPUTER CENTERS, INC.	387.96	417118
TEXAS FIRE & COMMUNICATIONS	1,075.00	417120
BEN E KEITH FOODS	2,445.13	417166
ROCHESTER ARMORED CAR CO INC	114.75	417206
MATERA PAPER COMPANY INC	1,197.59	417225
SPOK INC	16.41	417243
		10,855.37**
DRUG DIVERSION PROGRAM		

PGM: GMCOMMV2	DATE 02-08-2016		PAGE: 9
NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	184.25	417047	184.25**
COUNTY CLERK - RECORD MGT			
AT&T	112.01	417090	
MANATRON	10,808.61	417183	
WESTERN MICROGRAPHICS & IMAGING	8,680.00	417216	19,600.62**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.42	417144	1.42**
FORENSIC SCIENCE FED GRT			
FED EX	161.88	417034	161.88**
HOTEL OCCUPANCY TAX FUND			
GUARDIAN FORCE	6.00	416999	
D&S SIGN & SUPPLY, INC.	559.00	417011	
CITY OF BEAUMONT - WATER DEPT.	99.03	417023	
CASH ADVANCE ACCOUNT	56.00	417047	
MUNRO'S	79.00	417061	
UNITED STATES POSTAL SERVICE	8.45	417144	807.48**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	648.67	417007	
SHEPLEY BULFINCH	10,805.11	417255	11,453.78**
AIRPORT FUND			
CITY OF NEDERLAND	528.43	417024	
OIL CITY TRACTORS, INC.	263.30	417068	
SANITARY SUPPLY, INC.	253.45	417080	
TRI-CON, INC.	508.38	417104	
WHITE TIRE	455.65	417111	
LOWE'S HOME CENTERS, INC.	333.68	417151	
ROBERT'S TEXACO XPRESS LUBE	70.90	417192	
TTI-AVTN16	400.00	417195	
INTERSTATE ALL BATTERY CENTER - BMT	119.95	417196	
UNIFIRST HOLDINGS INC	111.70	417197	
ADVANCE AUTO PARTS	73.26	417222	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	417231	
EASTERN AVIATION FUELS INC	10,994.96	417244	
GALLS LLC	115.00	417254	
TIMBERLINE GSE	39,500.00	417265	58,068.88**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	12,692.18	417172	12,692.18**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,725.00	417184	1,725.00**
DISTRICT CRT RECORDS TECH			
CASH ADVANCE ACCOUNT	173.00	417047	173.00**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	333.73	417046	
SEARS COMMERCIAL CREDIT CENTER	75.97	417082	
JAMES UNDERHILL	230.00	417237	639.70**
			493,258.90***

**AGENDA ITEM****February 8, 2016**

Consider, possibly accept and receive and file 2015 Commissioners Continuing Education Certificate of Completion for Commissioner Brent A. Weaver, pursuant to Article 81.0025 of the Texas Local Government Code.

# COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

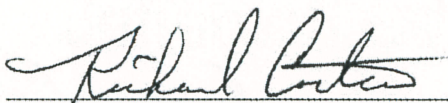
## COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

*This is to certify that*

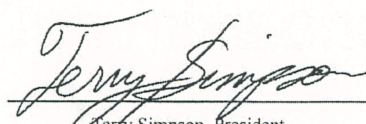
**Brent Weaver**  
Jefferson County Commissioner

*has successfully completed the continuing education  
provisions of Article 81.0025 of the  
Texas Local Government Code*

2015



Richard Cortese, Chairman  
Commissioners Education Committee



Terry Simpson, President  
County Judges and Commissioners  
Association of Texas

**AGENDA ITEM****February 8, 2016**

Consider, possibly approve, authorize the County Judge to execute and receive and file the annual Certification of Loaned Government Property for the Navy Museum Northwest regarding the MK 16 MOD 7 Torpedo located at Veterans Memorial Park.



## NAVY MUSEUM NORTHWEST

PUGET SOUND NAVY MUSEUM  
251 FIRST STREET  
BREMERTON, WA 98377

NAVAL UNDERSEA MUSEUM  
1103 HUNLEY ROAD  
SILVERDALE, WA 98315



*FJ* *Return to*

January 21, 2016

Mr. Fred Jackson  
Attorney to County Judge  
Jefferson County Texas  
PO Box 4025  
Beaumont, TX 77704

Dear Mr. Jackson:

Enclosed you will find two copies of a loaned government property certification sheet pertaining to the loan of a MK 16 MOD 7 torpedo. Please sign the documents and return one copy of the agreement with emailed or enclosed photographs by March 1, 2016.

Again this year we are asking for your organization's annual visitation, per our command's request. This is a voluntary question. If your organization does not track visitation you may leave it blank.

Please send a picture of the entire artifact in the photograph. If you are unable to capture the whole artifact in one photograph, please send multiple, overlapping shots, so the entire artifact can be seen. Photos may be returned with the certification sheet or emailed to Lorraine Scott directly.

If you have any questions, please contact Collections Manager Lorraine Scott at 360-396-5806 or by e-mail at [lorraine.scott@navy.mil](mailto:lorraine.scott@navy.mil)

Sincerely,

Lindy Doshier  
Director

Enclosure: 1. Certification of Loaned Government Property (2 copies)



# NAVY MUSEUM NORTHWEST

PUGET SOUND NAVY MUSEUM  
251 FIRST STREET  
BREMERTON, WA 98377

NAVAL UNDERSEA MUSEUM  
1103 HUNLEY ROAD  
SILVERDALE, WA 98315



## CERTIFICATION OF LOANED GOVERNMENT PROPERTY

I certify that the government property listed below is still required, displayed, and maintained in a clean and safe condition according to the Navy Museums Northwest's Outgoing Loan Policy:

<u>Accession Number</u>	<u>Description of Artifact</u>	<u>Artifact Serial Number</u>
-------------------------	--------------------------------	-------------------------------

NUM.2005.036.002

MK 16 MOD 7 Torpedo

N/A

Signature:

*[Handwritten Signature]*  
3/8/16

Date:

Organization:

*JEFFERSON COUNTY, TEXAS*

Annual Visitation:

*2,000*

Name:

*FRED L. JACKSON*

Title:

*STAFF ATTORNEY*

Address:

*P.O. BOX 4025*

*BEAUMONT, TX 77704*

Email:

*fjackson@co.jefferson.tx.us*

Telephone:

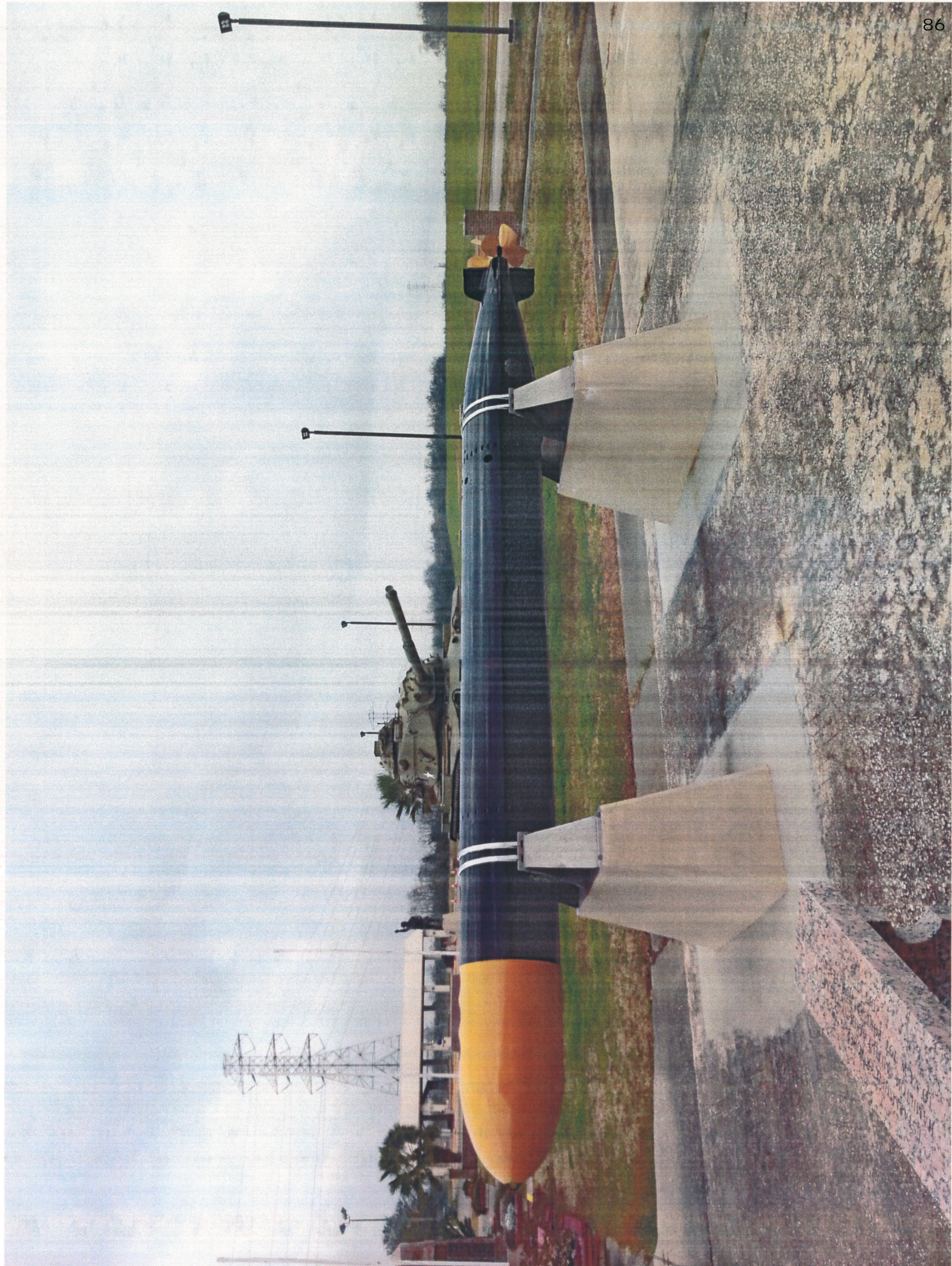
*409-835-8466*

Fax:

*409-839-2311*

Please email or enclose a color photograph taken within the last 60 days that shows the entire artifact(s) or the entire artifact in multiple, overlapping shots. (If emailing the photograph, please send to [lorraine.scott@navy.mil](mailto:lorraine.scott@navy.mil)). If the artifacts are no longer needed for exhibit, please contact Collections Manager Lorraine Scott immediately at 360-396-5806 or [lorraine.scott@navy.mil](mailto:lorraine.scott@navy.mil)







**AGENDA ITEM****February 8, 2016**

Consider, possibly approve, and authorize the County Judge to execute and receive and file the annual Static Display Loan Program Agreement No. SDA0415 with the National Museum of the United States Air Force for the aircraft on display at Veterans Memorial Park.

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)  
STATIC DISPLAY LOAN PROGRAM**

**2016 LOAN AGREEMENT, SDA0415**

**1.0. Parties.** The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the **JEFFERSON COUNTY** hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **TX** and located at **BEAUMONT**, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2016 and ending 31 March 2017. This Agreement is not transferable.

**2.0. Borrower Obligations/Costs.** The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

**3.0. Loaned Property.** The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

**4.0 Loan Conditions.**

**4.1.** The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind. The Property shall not be used for political purposes of any kind or as part of a political event, including, but not limited to, advertising or promotion of a political event, or as background for a political debate, speech or other political event.

**4.2.** The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

**4.3.** The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

**4.4.** The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

**4.5.** The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

**4.6.** Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

**5.0. Use as Security, Sale or Lease.** The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

**6.0. Professional Photography.** The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

**7.0. Incident Reporting.** The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

**8.0. Title.** The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

#### **9.0. Receipt, Custody & Liability.**

**9.1.** This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2016.

**9.2.** The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

**9.3.** The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

**9.4.** The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

**9.5.** The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower

agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

**9.6.** The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

#### **10.0. Borrowers Responsibilities.**

**10.1.** The Borrower agrees to the greatest extent permitted by Texas Law to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

**10.2.** The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

**10.3.** The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

#### **11.0. Initial Loan Agreement Requirements.**

**11.1.** The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

**11.2.** The Borrower shall ~~arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance.~~ For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

*JEFFERSON COUNTY IS SELF-INSURED*  
*THIS WAS DISCUSSED IN*  
*PRIOR YEARS AND HAS BEEN ALLOWED*

## **12.0. Annual Loan Renewal Requirements.**

**12.1.** The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

**12.2.** The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.

**12.3.** The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

**12.4.** The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

## **13.0. Display/Maintenance Requirements.**

**13.1.** No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

**13.2.** The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. \_\_\_\_\_, but painted and marked to depict (nomenclature), Serial No. \_\_\_\_\_, assigned to the (Unit and/or person) in (location or theater) during (year)."

**13.3.** The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

**13.4.** For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

**13.5.** All record keeping will reflect the true serial number.

#### **14.0. Radioactive Components.**

**14.1.** Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

**14.2.** In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

#### **15.0. Loan Termination.**

**15.1.** The Borrower agrees to return said property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the property is no longer required, at no expense to the NMUSAF.

**15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property.** Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

**15.3.** In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

**15.4.** Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

**15.5.** The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

**16.0. Dispute Resolution.** In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Twenty-Seventh Day of January, 2016 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA

OCHS.PATRICIA.A.1230366671

Digitally signed by OCHS.PATRICIA.A.1230366671  
DN: c=US, o=U.S. Government, ou=DoD, ou=USAF, cn=OCHS.PATRICIA.A.1230366671  
Date: 2016.01.27 14:19:35 -05'00'

By: PATRICIA OCHS

Title: Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC  
1100 Spaatz St  
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-4770

Fax Number: (937) 656-4081

Email: patricia.ochs@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this \_\_\_\_\_ day of \_\_\_\_\_ 2016, at \_\_\_\_\_.

JEFFERSON COUNTY, TEXAS  
(Name of Borrower/Organization)

By: \_\_\_\_\_  
(Signature)

JEFF R. BRANICK, COUNTY JUDGE  
(Typed or Printed Name & Title)

Address: P.O. Box 4025  
BEAUMONT, TX 77704

Telephone: 409-835-8466 Fax Number: 409-839-2311

Email: ljackson@co.jefferson.tx.us

## 2016 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0415
CITY/ORGANIZATION NAME	JEFFERSON COUNTY
MAILING ADDRESS	PO BOX 4025
CITY	BEAUMONT
STATE/COUNTRY	TX
ZIP CODE	77704
PHYSICAL LOCATION OF ITEM	Golden Triangle Veterans Memorial Park
HISTORICAL PROPERTY CUSTODIAN	HONORABLE JEFF R. BRANICK
TITLE, HISTORICAL PROPERTY CUSTODIAN	JUDGE, JEFFERSON COUNTY
PRIMARY POINT OF CONTACT	HONORABLE JEFF R. BRANICK
TITLE PRIMARY POINT OF CONTACT	COUNTY JUDGE
PRIMARY PHONE NUMBER	409-835-8466
ALTERNATE PHONE NUMBER	
PRIMARY FAX NUMBER	409-839-2311
EMAIL ADDRESS	fjackson@co.jefferson.tx.us

**Fred Jackson**

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**From:** OCHS, PATRICIA A CIV USAF AFMC NMUSAF/MUC [patricia.ochs@us.af.mil]  
**Sent:** Tuesday, February 02, 2016 2:34 PM  
**To:** fjackson@co.jefferson.tx.us  
**Subject:** 2016 Loan Renewal - SDA0415, TX, Beaumont, Jefferson County  
**Signed By:** There are problems with the signature. Click the signature button for details.  
**Attachments:** 2016 Instructions.pdf; 2016 Return Checklist.pdf; Attachments 1 & 2.pdf; 0415 INV.pdf; 0415 LA.pdf; 0415 POC.pdf

Attached is the 2016 loan renewal package for the historical property on loan to your organization from the National Museum of the United States Air Force (NMUSAF). The renewal package includes the following:

1. Instruction Sheet, this will guide you through the renewal process.
2. 2016 Loan Agreement
3. Attachments 1 and 2
4. 2016 Inventory Report
5. Point of Contact Information Sheet
6. Return Check List

Please follow the new instructions that are provided to you. These instructions will guide you through the new reporting process.

The 2016 loan renewal package must be returned no later than **31 March 2016**.

Thank you in advance for your cooperation and we look forward to another successful year in our joint efforts at preserving Air Force history. Please contact me at (937) 255-4770 or by email at patricia.ochs@us.af.mil, if you have additional questions.

PATRICIA OCHS  
AF STATIC DISPLAY PROGRAM ADMINISTRATOR  
NATIONAL MUSEUM OF THE USAF  
1100 SPAATZ ST  
WRIGHT-PATTERSON AFB OH 45433-7102  
(937) 255-4770  
Patricia.ochs@us.af.mil

Revised January 2016

## INSTRUCTIONS FOR COMPLETING THE 2016 LOAN RENEWAL PROCESS

1. **2016 LOAN AGREEMENT:** Review, sign and date the Acceptance Statement located on page six of the loan agreement. Loan Agreement must be signed by the individual authorized to obligate the organization/municipality/county. **NOTE:** No changes are authorized to be made to the 2016 Loan Agreement. Any changes made will automatically void the Agreement. Return entire document, not just the signature page.
2. **2016 INVENTORY REPORT:** Complete a physical inspection of each item, verifying the nomenclature against the attached computerized inventory report. Please annotate any discrepancies such as additions (munitions that are attached to the aerospace vehicles), shortages, damage or deterioration. Upon completion of the physical inspection, sign and date the Certification Statement at the bottom of the inventory.
3. **2015 POINT OF CONTACT INFORMATION SHEET:** Review the Point of Contact Information sheet and make pen and ink changes only to correct the information, **do not retype**. Explanations of several items on the Point of Contact Information Sheet are listed below:
  - The Historical Property Custodian: The individual authorized to obligate the organization is the Historical Property Custodian (no exceptions).
  - Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the individual that you want to receive any correspondence from the Museum and can answer any questions in reference to the items on loan. This individual can be different from the Historical Property Custodian.
4. **PHOTO REQUIREMENTS:** Provide a CD containing current digital images saved in JPG format only. No hard copies, flash drive, movies, power points, etc.

Images must contain:

- General view of the whole aircraft/missile in its entirety, taken from both left and right sides to include sufficient detail to show the overall condition and tail number for the airframe. No section or angle shots. Images for all other artifacts will be of sufficient detail to insure positive identification of each object.
- Any damage to the item (e.g. corrosion, insect/animal infestation, paint chipping or fading, broken or cracked canopies or windows). Provide both close up, detailed views and wide angle views (where appropriate)
- Any armaments or munitions attached to items on loan; images should show sufficient detail to ensure positive identification of each object (if applicable)

### 5. **INSURANCE:**

- Provide proof of insurance to include name of carrier, limits of liability and period of coverage, must contain the expiration date of policy, (copy of binder).
- For self-insured organizations, proof shall constitute of a written and signed statement attesting to ability to reimburse for full replacement value will be provided each year.

For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory report in the column labeled "Value".

6. **RETURN CHECK LIST:** Complete return check list.

# RETURN CHECKLIST

- ☒ Provide one copy of the 2016 Loan Agreement must be signed by the individual authorized to obligate the organization/municipality/county. Return entire document not just the signature page. Do not return Attachment 1 & 2.
- ☐ Provide one copy of the 2016 Inventory Report dated and signed.
- ☐ Provide one copy of the 2016 Point of Contact Information Sheet that has been updated to reflect any changes in ink, **do not retype.**
- ☐ Provide a CD containing digitals of each item. Digital images of aircraft/missiles will provide general views with the entire aircraft/missile (left and right side) showing in the photo. Additional photos should be close enough to show sufficient detail to show the overall condition and tail number for the airframe these can be taken in sections. Photos for all other artifacts to include the armament and munitions attached to your aircraft will be close enough to show sufficient detail to insure positive identification of each object. Note: Do not send hard copies of the photos, flash drives, movies, etc. **Check your CD to make sure the images have burned the photos to the CD.**
- ☐ Provide proof of insurance to include name of carrier, limits of liability and period of coverage, must include expiration date of policy, (copy of binder).

For self-insured organizations, proof shall constitute a written and signed statement attesting to ability to reimburse for full replacement value will be provided each year.

**The 2016 LOAN RENEWAL PACKAGE TO THE FOLLOWING ADDRESS**

**NO LATER THAN 31 MARCH 2016**

**NATIONAL MUSEUM OF THE USAF/MUC  
ATTN: PATRICIA OCHS  
1100 SPAATZ ST  
WRIGHT-PATTERSON AFB OH 45433-7102**

Due to email restraints loan renewal package must be sent back through regular mail channels.

## **ATTACHMENT 1**

### **NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS**

#### **INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES**

##### **SECTION A - GENERAL**

###### **A. Information:**

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

###### **B. Security Requirements:**

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
  - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
  - b. Riveting the door securely to the jamb section.
  - c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

### **C. Maintenance Records:**

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

## **SECTION B - REQUIREMENTS**

### **A. Prepare Powerplant for Display:**

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

2. Clean excess oil and grease from exterior components of engines (if applicable).

3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.

4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.

5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

### **B. Prepare Landing Gear:**

1. Clean and preserve strut.

2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

#### **C. Prepare Hydraulic Systems:**

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

#### **D. Prepare Electronic Systems:**

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

#### **E. Prepare Airframe:**

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

#### **F. Prepare Control Surfaces:**

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

#### **G. Radiation Safety:**

**No radioactive components will be reinstalled by the borrowing organization.** If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

#### **H. Final Preparation:**

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

#### **I. Coordination:**

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

## ATTACHMENT 2

### NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

#### INSTRUCTIONS FOR THE CARE OF ARTIFACTS

##### **A. Information:**

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.
2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

##### **B. General Guidelines for Artifacts:**

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:
  - a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.
  - b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.
  - c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.
2. Contact the NMUSAF Conservator for guidance if needed.

**C. Damage Threats to Artifacts:** The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 68 degrees and 50% relative humidity. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

**D. Conservation:** Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

**E. Storage:** All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue

paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

**F. Handling:** Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

**G. Display:** Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

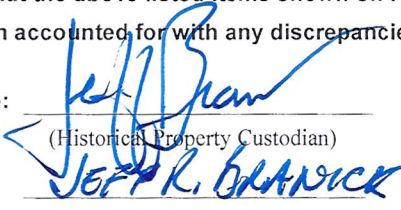
**H. Shipping:** Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

NATIONAL MUSEUM of the U.S. AIR FORCE  
RCS: HAF-HO(A) 8801 INVENTORY REPORT  
Loan Account Number SDA0415

22-Jan-16

ACCESSION #	NOMENCLATURE	Value
SD-2000-0155	AIRCRAFT, F-4D, 66-8788	\$22,000

I certify that the above listed items shown on Pages 1 through 1  
have been accounted for with any discrepancies so noted.

Signature: 

(Historical Property Custodian)

(Date)

JEFF R. BRANICK  
Typed or Printed Name

COUNTY JUDGE  
Typed or Printed Title



## **AGENDA**

**February 8, 2016**



















**Consider, possibly approve and authorize the County Judge to execute Law Enforcement Agency Executive Order 13688, Controlled Property Request Authorization for Federal Fiscal Year 2016.**

LAW ENFORCEMENT AGENCY EXECUTIVE ORDER 13688  
 CONTROLLED PROPERTY REQUEST AUTHORIZATION  
 FEDERAL FISCAL YEAR 2016

In compliance with mandates and recommendations generated by Presidential Executive Order (EO) 13688, certain controlled property acquired through the 1033 Program requires prior authorization from the appropriate Civilian Governing Body (CGB) of the Law Enforcement Agency (LEA). As defined by the EO, a CGB has direct budgetary oversight or control over the LEAs budget appropriation.

As the authorized representative of the JEFFERSON COUNTY, TEXAS, I certify that  
 Name of CGB

JEFFERSON COUNTY SHERIFF'S OFFICE is authorized to acquire the below initialed controlled property items.  
 Name of LEA

		Breaching Apparatus
		Riot Batons
		Riot Helmets
		Riot Shields
		Rotary Wing Aircraft
		Fixed Wing Aircraft
		MRAP or Armored Personnel Carrier
		HMMWV (Humvee)
		Other Controlled Vehicle

Authorized Representative of  
 Civilian Governing Body

JEFF R. BRANICK

Date: \_\_\_\_\_

Printed Name



Signature

Chief Law Enforcement Official:

Date: \_\_\_\_\_

Printed Name

Signature



RECEIVED FEB - 3 2016

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Office (409) 835-8442  
Fax (409) 835-8628  
eddiearnold@co.jefferson.tx.us

*Eddie Arnold*  
Jefferson County  
Commissioner Pct. #1

February 03, 2016

Loma George  
Judge Branick's Office

Re: Agenda Item

Please place this on the February 08, 2016 Commissioner's Court Agenda.

Receive and file Certificate of Completion for Commissioner Eddie Arnold.  
Commissioner Arnold has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government code for 2015.

Total hours earned in 2015 =24.00. Commissioner Arnold will carry forward from 2015 to 2016 – 8.00 continuing education hours that he completed in excess of the required 16 hours.

Thank you,

A handwritten signature in black ink, appearing to read "Eddie Arnold", is written over a horizontal line.

Eddie Arnold  
Jefferson County Commissioner Pct #1

EA/pfn

# COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

## COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

*This is to certify that*

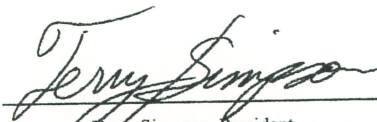
**Eddie Arnold**  
**Jefferson County Commissioner**

*has successfully completed the continuing education  
provisions of Article 81.0025 of the  
Texas Local Government Code*

2015



Richard Cortese, Chairman  
Commissioners Education Committee



Terry Simpson, President  
County Judges and Commissioners  
Association of Texas

## Master Agreement Document Imaging Services and Products

This Agreement for Document Imaging Services and Products (the "**AGREEMENT**") is made effective as of 1-6-15 (the "**Effective Date**") by and between DataBank IMX, Inc., a Delaware Limited Liability Corporation with its principal offices located at 620 Freedom Business Center, Suite 120, King of Prussia, PA 19406, USA ("**DataBank IMX**") and Jefferson County, TX, ("**CUSTOMER**").

WHEREAS, CUSTOMER desires to digitize certain of its documents;

WHEREAS, DataBank IMX desires to provide CUSTOMER with document imaging services and related products;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, and intending to be legally bound, the parties enter into an AGREEMENT as follows:

1. **Services/Products:** This is a master AGREEMENT to which signed statements of work ("**Statements of Work**") may be attached by the parties from time to time. DataBank IMX shall provide the services ("**Services**") and/or products ("**Products**") as set forth in such Statement(s) of Work, each of which shall be attached hereto as Exhibit(s) A, A.1, A.2, and so on. Each Statement of Work will be effective as of the date it is signed by an authorized representative of each party. If any term of a Statement of Work conflicts with the terms of this AGREEMENT, the terms of the Statement of Work will control. DataBank IMX will commence Services or delivery of Products in accordance with a Statement of Work.
2. **Pricing/Schedule of Charges:** The prices CUSTOMER agrees to pay DataBank IMX for Services and Products shall be set forth in the applicable Statement of Work.
3. **Payment Terms For Products and Services:** CUSTOMER agrees to pay for all Services and Products within **forty five (45) days of DataBank IMX invoice Date**. CUSTOMER further agrees that amounts outstanding over forty five (45) days shall incur a service charge from the forty sixth date of 1 ½% per month (18% per year) (or if lower, the highest rate permitted under applicable law).
4. **Taxes:** CUSTOMER shall be responsible for all sales taxes, use taxes and any other similar taxes and charges of any kind imposed by any federal, state or local government entity on the transactions contemplated by this AGREEMENT, excluding only taxes based solely upon DataBank IMX's income. When DataBank IMX has the legal obligation to pay or collect such taxes, the appropriate amount will be invoiced to and paid by CUSTOMER unless CUSTOMER provided DataBank IMX with a valid tax exemption certificate authorized by the appropriate taxing authority.
5. **Term:** The term of this AGREEMENT shall be for one (1) year from the Effective Date (the "**Initial Term**"), which term may be extended to the extent a Statement of Work is in effect. The parties may renew the term of this AGREEMENT for successive one (1) year terms upon their written agreement. DataBank IMX shall, within thirty (30) days of expiration or termination of this

AGREEMENT, deliver to CUSTOMER all deliverables created under outstanding Statements of Work.

**6. Termination:** This AGREEMENT may be terminated as follows:

If CUSTOMER fails to make any undisputed payment hereunder, and fails to cure such breach within thirty (30) days after receiving written notice from DataBank IMX, then DataBank IMX may immediately and without further notice, terminate this AGREEMENT and declare all sums due and to become due hereunder, immediately payable.

If either party materially breaches any term or condition of this AGREEMENT and fails to cure such breach within sixty (60) days after receiving written notice of the breach, the non-breaching party may terminate this AGREEMENT on written notice at any time following the end of such sixty (60) day period.

If CUSTOMER elects to terminate this AGREEMENT for any reason, at any time following the first anniversary by providing at least ninety (90) days written notice.

Either party may terminate this AGREEMENT immediately upon notice of appointment of a receiver, or an assignee for the benefit of creditors of the other party, or in the event of any insolvency of the other party, except as may be prohibited by applicable bankruptcy laws.

**7. Intellectual Property Infringement:** DataBank IMX will indemnify, defend and hold harmless CUSTOMER, its affiliates, and their respective officers, directors, employees and agents against any and all liabilities loss, damage or expenses (including reasonable attorney's fees), to the extent such liabilities, loss, damage, or expenses are based upon a claim that Services or Products infringe upon the rights of third parties, including any trademark, copyright, or patent right.

**8. Limits of Liability:** DataBank IMX shall have no liability for the loss, damage or destruction of documents or data received from CUSTOMER, except to the extent caused by the gross negligence of, intentional misconduct of, or breach of this AGREEMENT by DataBank IMX. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOSS OF PROFITS, BUSINESS INTERRUPTION, COST OF COVER OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING UNDER THIS AGREEMENT. Each party's liability hereunder shall be limited to its direct damages up to the amount of the fees paid by CUSTOMER to DataBank IMX hereunder.

**9. Confidentiality:** Each party (the "**Recipient**") acknowledges that it has or may be exposed to confidential and proprietary information of the other party (the "**Disclosing Party**"). For purposes of this AGREEMENT, "**Confidential Information**" shall mean any confidential or proprietary information of a Disclosing Party that is marked or otherwise designated in writing as confidential or would appear to a reasonably prudent person to be non-public, confidential or proprietary in nature, and includes, without limitation, trade secrets, technical information, business and product information, and information regarding, third-party suppliers and customers. Confidential Information shall not include (i) information already known or independently developed by the Recipient without reference to the Disclosing Party's Confidential Information; (ii) information in the public domain through no wrongful act of the Recipient; (iii) information received by the Recipient from a third party who was free to disclose it without obligation to the Disclosing Party or any third party; or (iv) information disclosed by the Recipient as required by law, provided that the Recipient provides the Disclosing Party with prior notice in sufficient time before disclosure, so that a reasonable protective order may be sought. Except as expressly authorized by the

Disclosing Party, the Recipient shall not disclose the Disclosing Party Confidential Information to any person or entity, except to the Recipient's employees or agents having a "need to know", and shall not use the Disclosing Party's Confidential Information for purposes other than performing this AGREEMENT. The Recipient and its personnel shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as the Recipient uses in safeguarding its own confidential information, but in no event less than a reasonable degree of care. The provisions of this Section shall survive the termination or expiration of this AGREEMENT.

- 10. Notices:** Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes upon receipt only when mailed first class mail or by nationally recognized overnight courier service, duly addressed and with proper postage, to the address set forth below or such other address as may be provided by the other party in writing for the purpose of receiving such notices. All notices required under this Agreement shall be addressed as follows:

If to DataBank IMX:  
 DataBank IMX, LLC  
 Address: 620 Freedom Business Center, Suite 120  
 City/State/Zip: King of Prussia, PA 19406  
 Attention: Sandy Brunner, CFO  
[sbrunner@databankimx.com](mailto:sbrunner@databankimx.com)

With copy to:  
 DataBank IMX, LLC  
 Address: 2720 Reed Rd, Suite 240  
 City/State/Zip: Houston, TX 77051  
 Attention: William Pfeiffer, Sr. Vice President  
 Email: [wpfeiffer@databankimx.com](mailto:wpfeiffer@databankimx.com)

If to Customer:  
 Jefferson County District Clerk  
 Address: 1085 Pearl Street, Room 203  
 City/State/Zip: Beaumont, TX 7701  
 Attention: Jamie Smith  
 Email: [jsmith@co.jefferson.tx.us](mailto:jsmith@co.jefferson.tx.us)

- 11. Assignment:** This AGREEMENT may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, CUSTOMER may assign this AGREEMENT in whole to an affiliate, or in connection with the transfer or sale of all or substantially all of its business or business unit to which this AGREEMENT pertains, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this AGREEMENT.
- 12. Arbitration:** Any controversy or claim arising out of this AGREEMENT, or alleged breach thereof, shall be settled by binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.
- 13. Attorney's Fees:** If any action is brought to enforce or interpret the terms of this AGREEMENT, whether in court or other tribunal, in each case having

jurisdiction, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted.

14. **No Waiver:** All rights and remedies conferred under this AGREEMENT or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by either party to enforce any provision of this AGREEMENT shall not be deemed a waiver of future enforcement of that or any other provision of this AGREEMENT.
15. **Governing Law:** This AGREEMENT shall be governed by and construed in accordance with the laws of the **State of Texas** without regard to its conflict of laws principles.
16. **Parties Relationship:** Nothing in this AGREEMENT shall be construed as creating any joint venture, partnership or agency relationship between the parties for any purpose whatsoever or as constituting either party as the legal representative, employee or agent of the other.
17. **Successors and Assigns:** This AGREEMENT shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns.
18. **Severability:** If a court or other tribunal, in each case having jurisdiction, holds any provision of this AGREEMENT to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions shall not be affected.
19. **Counterparts:** This AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. **Change in Scope.** CUSTOMER hereby acknowledges that the rates and charges for the Services within a Statement of Work are based upon, among other factors, the Assumptions set forth on such Statement of Work. DataBank IMX, therefore, reserves the right to change its rates and charges to CUSTOMER under any given Statement of Work if the Assumptions are materially different than the circumstances presented by the CUSTOMER. In the event CUSTOMER requests any change in the Services after execution of any given Statement of Work, the parties may agree to modify the Statement of Work to reflect such changes. If the changes impact labor, materials, time or other direct or indirect costs, then new prices will be mutually determined by DataBank IMX and CUSTOMER. The parties agree that DataBank IMX shall not be required to perform any additional or modified Services until such time as the parties shall have executed and delivered to the other written amendments to the Statement of Work (including its pricing schedule and payment terms) to reflect such additional or modified Services.
21. **Warranties:** DataBank IMX warrants to CUSTOMER that: (i) all Services provided hereunder shall be performed in a competent, timely and workmanlike manner and consistent with generally accepted industry standards, and each of DataBank IMX' employees, independent contractors or agents assigned to perform the Services shall have the training, background and skills reasonably commensurate with the level of performance required under this AGREEMENT; and (ii) all Products provided by DataBank IMX hereunder will be free from material defects and perform substantially in accordance with their documentation, and DataBank IMX shall promptly correct any Product errors or malfunctions at no charge to CUSTOMER, and if DataBank IMX is unable to correct such errors or malfunctions, then it shall reimburse CUSTOMER the

amounts paid for such Product. Except for the foregoing, DataBank IMX makes no warranties, including warranties of fitness or merchantability

- 22. Survival:** The terms and provisions of this AGREEMENT that, by their sense and context, are intended to survive the completion or termination of this AGREEMENT shall so survive the completion of performance and termination of this AGREEMENT, including, without limitation, Sections 6 through 23.
- 23. Publicity:** Neither party shall publish any advertising, marketing, sales promotion or other publicity matter relating to products furnished or services performed or contemplated by this AGREEMENT wherein the other party, its affiliates, or the names of their respective customers or personnel, are mentioned, without such other party's prior written approval.
- 24. Entire Agreement:** This AGREEMENT, including any executed Statements of Work, constitute the entire AGREEMENT between CUSTOMER and DataBank IMX regarding its subject matter and may be amended only by a writing executed by both. This AGREEMENT supersedes all agreements, proposals, oral or written, and other communications between the parties relating to the subject matter of this AGREEMENT. No amendment or modification to this AGREEMENT and no waiver of any provision shall be valid unless in writing and signed by both parties. If either party issues a purchase order, invoice, sales acknowledgement, memorandum or other instrument hereunder, such instrument shall be for such party's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not vary, modify or add to the terms and conditions of this AGREEMENT.
- 25. Attachments:** The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

**Exhibit A** (Statement of Work for Document Conversion Services including pricing)

Additional Statements of Work or other documents such as Change Orders and/or Evidentiary Attachments to the Statements of Work for additional Document Conversion and/or Scanning Services, Software, Hardware, etc., may be subsequently attached to this AGREEMENT when duly executed and approved by both parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective, duly authorized representatives, as of the Effective Date.

**Jefferson County**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DataBank IMX**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A – Statement of Work**

### **Executive Summary**

DataBank is pleased to present this proposal to Jefferson County. At DataBank we pride ourselves on being a “one-stop-shop” for your county records management needs. DataBank's history dates back to providing microfilm recording, processing, copy-flow records with binders along with scanning/imaging, indexing, Case File recreation and restoration services. Our core management team has evolved from the days of microfilm and stitched deed Case Files to the latest technology for image capture and image enhancement along with archival and restoration of historical county Case Files and records. DataBank is based in Carrollton and Houston, Texas and understands the unique requirements facing the Texas County and District Clerks in the fast changing environments of County Government. DataBank has been a preferred Texas DIR (Department of Information Resources) vendor for five years and in June of 2014 was selected as one of only four vendors to be chosen by the Texas CCG (Council on Competitive Government) to provide digital imaging services for government entities throughout the state.

Jefferson County has expressed the desire to digitize criminal, civil and family case records. It is estimated that Jefferson County has an inventory of 193,000 case filings. The files date back to 1988 and are housed in various locations. At this time, Jefferson County plans to digitize those records currently stored on the 11<sup>th</sup> floor. At this point, the project is to capture as much of the civil case files as the budget will allow.

DataBank is to separate the individual documents prior to scanning using Jefferson County inserted document sheets so that Jefferson County has the ability to properly identify the various document classifications required. Jefferson County plans to host these images in their own in-house system and DataBank will be required to follow the formatting as specified in order to properly ingest the images into this hosting repository.

This proposal will provide as much specificity as possible to ensure that Jefferson County is confident in DataBank's understanding and approach to imaging, indexing and delivering Jefferson County the digitized images of the legal, civil, and family case files. DataBank has developed a systematic production schedule that adheres to strict U.S. Government archival standards. Our Project Management team will clearly review the steps with Jefferson County prior to commencing any work. Each step along the production path will be recorded and provided to Jefferson County.

### Project Schedule

- Jefferson County and DataBank will review the schedule of events at the commencement of the services
- All schedules will be agreed upon
- DataBank anticipates this to be a six month project
  - Starting with two months of project set up and review
  - Following this with four months of full production of approximately 90 boxes per month
- DataBank will provide milestone updates throughout project to inform Jefferson County of project progress

### Digital Imaging of Civil Case File Records Jefferson County Production Timeline

2015 - 2016



Phase 1  
Kick Off

Phase 2  
Project Setup  
& Configuration

Phase 3  
Training  
Phase

Phase 4  
Production  
Monthly Volume  
20 Boxes

Phase  
Phase

Phase 5  
Production  
Monthly Volume 50 Boxes  
per Month

### Jefferson County Acceptance

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
JEFF BRANICK  
COUNTY JUDGE  
1.6.15

### DataBank IMX Acceptance:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*  
Bill Holder  
Bill Holder  
Sr. Solutions Consultant  
2-2-16

## End of Exhibit A

### **Imaging Service**

DataBank realizes the unique requirements of our county government projects. In the case of Jefferson County's Case File Imaging and Indexing project, it will require delicate handling, enhanced image cleanup, and indexing which can only be found with experienced vendors such as DataBank.

### **Scheduling and Inventory**

Establishing an inventory and scheduling the workflow in detail of Jefferson County's Case Files is a key function in DataBank's services portfolio. This task is done by a Project Manager (PM) during onsite visits at Jefferson County and is supported and tracked at our location by our JobTrax/DocuServ workflow system.

The inventory plays a pivotal role in the process:

- Assign a Project Manager from DataBank to the appropriate contact at Jefferson County
- Develop schedule to image and index the Case Files in phase(s) as Jefferson County's budget allows
- Provide estimation of completion of project involving current volume, once final sign-off and final start date has been agreed upon
- Clearly identify Case Files by Cause Number as well as box number associated with the file

### **Document Preparation and Case File/Document Identification**

Once Case Files are checked-in and inventoried, it is important that DataBank's Project Manager acknowledge the project specifications as quickly as possible while also noting any exceptions and reporting these to Jefferson County.

Once specifications and exceptions are noted and agreed upon, DataBank's team will begin Document preparation, sorting, and inserting barcodes sheets.

The following steps outline the process:

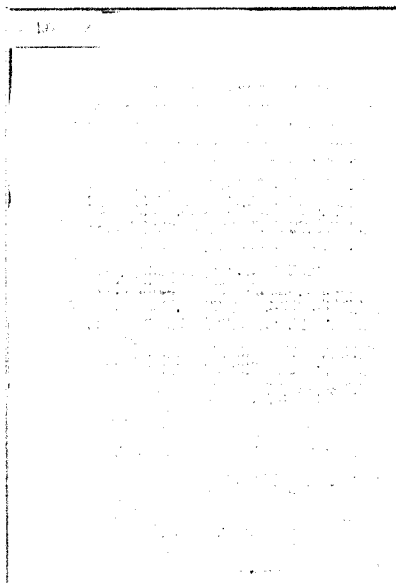
- Accept stated inventory and confirm with Jefferson County
- Set Case Files into full production and/or partial production depending on conditions
- Full production Case Files will receive individual prep by hand
- Case Files will be set for image capture via high quality traditional scanners, or flatbed scanners for sensitive and fragile pages

### **Imaging of Case Files**

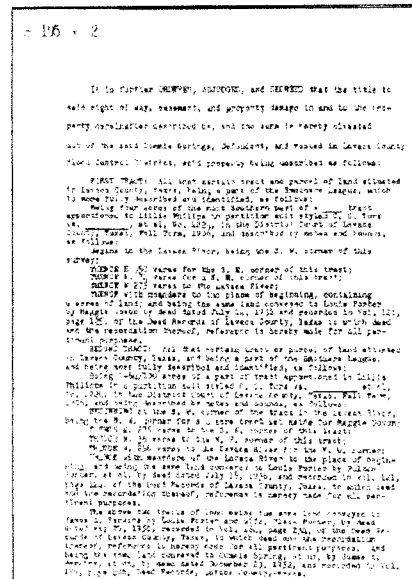
DataBank is equipped with state-of-the-art hardware specifically designed for quality image capture. Jefferson County is responsible for the preservation and history of the county records and Case Files. These Case Files cannot be exposed to harsh scanner environments and must be handled with the most delicate methods. DataBank will only run well tested pages thru auto-feed scanners, all other pages will be placed individually on a flatbed page scanner. All images will be scanned at the most optimal setting in allowing for unlimited improvement of image clarity. Although this process is time consuming and laborious for production purposes it yields the highest clarity image without distortion.

## Imaging

DataBank is equipped with state-of-the-art hardware specifically designed for quality image capture. Jefferson County is responsible for the preservation and history of the county records and case files. DataBank will only run well tested pages thru auto-feed scanners, all other pages will be placed individually on a flatbed page scanner. All images will be scanned at the most optimal setting in allowing for unlimited improvement of image clarity. Although this process is time consuming and laborious for production purposes it yields the highest clarity image without distortion.



Sample Image Pre-enhanced



Sample Image Post-enhanced

- Accept inventory and specification from previous step in production process
- Complete full test of paper quality
- Begin image capture using 300 DPI settings in Bitonal
- Assign electronic image cleanup operations to each file – resulting in a clearer image
- Perform appropriate services in order to improve all images to good condition

## Project Responsibilities

### **DataBank will...**

- Provide technical and project management resources during the course of the project
- Provide required software and hardware tools for DataBank resources - such as document scanners, software, management, etc.
- Supply documentation and imaging output to Jefferson County. Project Manager will ensure the project scope is limited to those services outlined in the proposal and requirements specifications document
- Provide Jefferson County with access to our secure, cloud-based hosting platform to allow access to images for review and/or retrieval for entire project duration at no charge to Jefferson County.
- Security access will be provided only to those persons which Jefferson County identifies as requiring access to images
- Provide all images and indices in image and ASCII format to allow for ingestion into Jefferson County's document management system using Court Code, Cause Number, and Amendment Identifier.
- Format of records will be
  - X-9999999-XXX for Civil (note this initial project is civil only)
  - X-9999999-XXX for Family
  - 9999999 for Criminal
  - ImageName.TIF[(Record Identifier from above)

### **Jefferson County will...**

- Collaborate with DataBank for capturing all the requirements
- Add separator sheets to distinguish the document breaks
- Provide a single point of contact for management of imaging project related responsibilities and tasks
- Provide answers to questions raised by the team regarding the functions and designs of the imaging services
- Review all images and indices provided by DataBank within 30 days. After 30 days all images and indices are considered correct and accepted

### **DataBank and Jefferson County will...**

- Appoint a single point of contact and reference for each company respectively
- Develop and mutually agree upon the project schedule and implementation plan after approval of this proposal
- Conduct a project kickoff meeting to define roles and responsibilities of project team members, confirm project deliverables, review the project schedule with assigned tasks, etc.
- Mutually agree upon time and dates of meeting to discuss the status of the project and who is responsible for recording and issuing the results of the above-mentioned meetings
- Start date to be determined and agreed to by both parties

## Pricing & Schedule

### *Price for Services*

Jefferson County has requested a Per Box Rate for Imaging Services performed on Criminal, Civil, and Family Case Files. Pricing is based upon 2500 images per box.

DataBank proposes a price of **\$175 per box** for the following services:

- Standard Document Preparation (Jefferson County will insert document separators)
- Scanning Services @ 300 DPI bitonal (photos scanned in color)
- Document Indexing by Court Code, Cause Number, and subfolder designation (when present) with identification of image file name
- Images saved as multipage TIF files for ingestion into Jefferson County Document Management System
- Jefferson County responsible for indexing values not specified in Statement of Work
- Pricing may increase if box volumes exceed 2500 images and/or if requirements change
- Jefferson County will have 30 days to review each batch of records returned. After 30 days, all images and indices are considered accepted

In addition, Jefferson County will be charged **\$100 for every pickup/delivery trip**.

Based upon volume estimates provided the following is an estimate for the scanning and indexing of the Jefferson County Case Files in Phase 1

Total Box Estimate - 360

Total Image Estimate – 900,000

Four trips – (90 boxes each) = \$400

**COST ESTIMATE - \$63,400**

Note: The image counts above are estimations based upon site visits to Jefferson County. DataBank has attempted to make the image counts above as close to actual as possible. And, in the cases where average estimates were required, the estimates are rounded up as much as possible. However, as the above are only estimates, Jefferson County will only be charged for those boxes which are scanned during the process. Jefferson County will be provided ongoing production reports throughout the process to show actual volumes and any potential variance.



RECEIVED FEB - 3 2016

**JEFFERSON COUNTY**  
Historical Commission

Theresa Goodness  
Chair

Linda McMahan  
Secretary/Treasurer and Coordinator

Ron Ellington  
Past Chairman

Leslie McMahan  
1<sup>st</sup> Vice-Chairman

Paul Prosperie  
2nd Vice-Chairman

Honorable Jeff Branick  
County Judge  
Hand Delivered

RE: AGENDA ITEMS FOR COMMISSIONER'S COURT MEETING ON 2/8/2016

Dear Judge Branick:

Please place the following items on the Court's agenda for the February 8, 2016, meeting:

- a. Consider and possibly approve revised appointments to the Jefferson County Historical Commission for 2016.
- b. Consider and possibly approve, receive and file the Jefferson County Historical Commission's Annual Report for 2015.
- c. Receive and file amended bylaws for the Jefferson County Historical Commission.

Sincerely,

A handwritten signature in cursive script, appearing to read "Th Goodness", followed by a horizontal line.

Theresa Goodness  
Chairman  
Jefferson County Historical Commission

## Jefferson County Historical Commission 2016 Appointees

Sarah	Bellian	Active	700 Procter Street, Port Arthur 77640
Bill	Cummings	Active	10882 Farm Road 421, Kountze, TX 77625
Jessie	Davis	Active	5055 I-10 South, Beaumont TX 77705
Theresa	Goodness	Active	985 19th Street, Beaumont TX 77706
Bruce	Hamilton	Active	8641 Winzer, Beaumont TX 77705
Brenda	Jackson	Active	5075 Oakmont Drive, Beaumont TX 77706
Steven	Lewis	Active	540 Campus Street, Beaumont TX 77705
Mike	McGreevy	Active	9270 Shepherd Drive, Beaumont, TX 77707
Les	McMahan	Active	8031 Chimney Rock, Port Arthur 77642
Linda	McMahan	Active	1149 Pearl Street – Third Floor Beaumont, TX 77701
Paul	Prosperie	Active	P. O. Box 2078, Nederland, TX 77627
Don	Smart	Active	P.O. Box 591 Hardin, TX 77561
Jimmy	Sparks	Active	2291 Pine Street, Beaumont TX 77704

**2015 CHC ANNUAL REPORT—submit completed report to THC by February 29, 2016**

Direct questions about reporting to Amy Hammons, call 512/475-2692 or email amy.hammons@thc.state.tx.us.

**General Information**

1. Name of your county	<u>Jefferson</u>
Name of 2015 CHC chair	<u>Theresa Goodness</u>
Name of 2015 CHC co-chair (if 2 chairs) --Vice-presidents are NOT considered co-chairs	<u>Les McMahan (1<sup>st</sup> Vice-Chair), Paul Prosperie (2<sup>nd</sup> Vice-Chair)</u>
Name of <b>2016</b> CHC chair--comment if new chair not selected to date	<u>Theresa Goodness</u>
Name of <b>2016</b> CHC co-chair (if 2 chairs) --Vice-presidents are NOT considered co-chairs	<u>Les McMahan (1<sup>st</sup> Vice-Chair), Paul Prosperie (2<sup>nd</sup> Vice-Chair)</u>
3. Enter information if you have an official space, room, or building; please DO NOT ENTER a personal address or phone number.	
Address of CHC office	<u>1149 Pearl Street, Third Floor Beaumont, TX 77701</u>
Telephone number of CHC office	<u>409 835 8701</u>
4. We will direct inquiries about reporting answers to the person who fills out this report unless you direct us otherwise. Enter contact information as requested--name, email address, and phone number.	
Contact info for person filling out report	<u>Chair Theresa Goodness / Linda McMahan, Coordinator histcomm@co.jefferson.tx.us 409 835 8701</u>
Person to whom we direct questions about reporting answers (if other than person filling out report)	<u>n/a</u>

**CHC Volunteer Hours**--Please provide hours for your appointees and any other volunteers that may contribute to CHC projects and programs. Include time spent at meetings, events, and travel to/from meetings and events.

5. How many volunteer hours were contributed to CHC meetings, projects, and programs in 2015?  
If you do not track hours, enter an approximate number. Enter the number "0" if your CHC is inactive.

Number of volunteer hours 2,978 Hours

6. Provide the number of individuals who served as CHC appointees in 2015.

Number of CHC appointees 18

7. Provide any comments/clarifications about the volunteer hours you entered above. Please skip this question if you have no comments/clarifications. n/a

**CHC Meetings and Appointee Participation**

8. Indicate the number of CHC meetings held in 2015. Enter the number "0" in both boxes, if your CHC was inactive in 2015, i.e., did not provide services to the county.

CHC full commission meetings in 2015 7

CHC committee meetings in 2015 8

9. A majority of all individuals appointed to a CHC must be present to constitute a QUORUM. Check the box next to the percentage that best reflects how often a QUORUM was present for your full commission meetings in 2015.

- ☐ Our CHC did not meet in 2015  
☐ 0% of full commission meetings made quorum  
☐ 1-25% of full commission meetings made quorum  
☐ 26-50% of full commission meetings made quorum  
☐ 51-75% of full commission meetings made quorum  
☒ **76-99% of full commission meetings made quorum**  
☐ 100% of full commission meetings made quorum

**Open Meetings/Records** training is offered on the Texas Attorney General's website. THC recommends that all appointees take this training so that each CHC adheres to existing laws/ policies concerning appointed roles.

10. Check percentage that best reflects the number of appointees who have completed Open Meetings training.

- ☐ 0% of our CHC appointees have taken Open Meetings training  
☒ **1-25% our CHC of appointees have taken Open Meetings training**  
☐ 51-75% our CHC of appointees have taken Open Meetings training  
☐ 76-99% our CHC of appointees have taken Open Meetings training  
☐ 100% our CHC of appointees have taken Open Meetings training

**CHC Financial Information**—Provide the following information to the best of your ability, so that our agency, other CHCs, and county governments gain a better understanding of the statewide financial investment in CHCs.

11. Which serves as the repository for CHC money? Check each answer that applies to your CHC.

- ☒ **County treasury**  
☐ Private bank account  
☐ Not sure how CHC money is accounted for  
☐ Nonprofit partner  
☐ No public or private accounts

12. Enter the amount of money provided to your CHC next to each line item. Please round down/up to the nearest dollar when necessary. Enter the number "0" if no monies are associated with the line item.

Balance carried over from 2014: 0

Annual county allocation for 2015 (not including money for museums): \$12,850

County money allotted for museums in 2015: 0

Any other money issued by county during 2015 (one-time amount for special projects, etc.): 0

CHC fundraising proceeds (events, book sales, etc.) during 2015: 0

Grant money provided to CHC in 2015: 0

Partner/nonprofit money donations made in 2015: 0

"Membership" dues (though not recommended, some CHCs do request dues): 0

Any other money amounts for 2015 not already included above; do not include CHC appointee out-of-pocket expenses, which will be requested later in the report: 0

13. Provide any clarifications about above amounts; skip question if you have no comments.

n/a

14. If your county employs an individual as a CHC liaison or as some other support position, please let us know if his/her salary comes out of the CHC county allocation or from some other budgetary line item. Also, let us know what responsibilities have been assigned to this individual.

**Jefferson CHC Coordinator – 32 hours part-time, no benefits except County Retirement. Salary separate budgetary line item. Responsibilities: preparation of yearly budget presented to Commissions Court, responsible for all monies spent, liaison between Cities, County, Texas Historical Commission & Jefferson CHC. In addition to routine office duties, Coordinator included in discussion of restoration /**

renovation of Courthouse, gives tours, contact with state, regional & local preservation organizations, takes part in all JCHC meetings, Executive Board and Committee meetings.

15. Check each of the IN-KIND DONATIONS that was given to your CHC in 2015 by your COUNTY (county government). IN-KIND donations are goods and/or services provided to your organization at no charge.

- ☐ We do not receive in-kind donations from our county. **NOTE:** if you check this box, then no other boxes will be checked for this question.
- ☒ Meeting and/or office space for CHC
  - ☒ Space for a CHC-operated museum
  - ☒ Space for a CHC-sponsored exhibit (history, projects, photographs, etc.)
  - ☒ Space for archive or records storage
  - ☒ Utilities associated with any spaces mentioned above
  - ☒ Exterior maintenance or heavy equipment
  - ☒ Project/event supplies and/or equipment
  - ☒ Administrative supplies or services--postage, paper, ink, copier, etc.
  - ☒ Assistance from county staff--posting meetings, financial reports, legal consultations, etc.
  - ☒ County liaison whose job description involves providing services to CHC
  - ☒ Professional expertise of county staff (for any subject/need)
  - ☒ Computer hardware or software
  - ☒ Internet access
  - ☒ Web hosting on county website

16. Check each of the IN-KIND DONATIONS that was given to your CHC in 2015 by individuals or organizations (other than your COUNTY). Include in-kind donations made by CHC appointees.

We do not receive in-kind donations from non-county entities. **NOTE:** if you check this box, then no other ☐ boxes will be checked for this question.

- ☒ Meeting and/or office space for CHC
- ☐ Space for a CHC-operated museum
- ☐ Space for a CHC-sponsored exhibit (history, projects, photographs, etc.)
- ☐ Space for archive or records storage
- ☒ Utilities associated with any spaces mentioned above
- ☐ Exterior maintenance or heavy equipment
- ☐ Project/event supplies and/or equipment
- ☐ Administrative supplies or services--postage, paper, ink, copier, etc.
- ☐ Computer hardware or software
- ☐ Internet access
- ☐ Web hosting on partner website
- ☐ Marketing/graphic design/creative professional services
- ☐ Architectural professional services
- ☐ Preservation consulting professional services
- ☐ Professional services of a historian
- ☐ Professional services of an archeologist
- ☐ Any other professional service or advice

Provide the following estimates to the best of your ability. Don't feel anxious or spend extra time to determine exact amounts; this is just an exercise to help CHCs keep in mind in-kind investments that are often overlooked.

17. Considering the IN-KIND answers checked in the previous questions, check the dollar range that best represents the amount of in-kind services and donations provided to your CHC.

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> \$0             | <input type="checkbox"/> \$1,000 - \$2,500  | <input type="checkbox"/> \$10,001 - \$25,000             |
| <input type="checkbox"/> \$1 - \$500     | <input type="checkbox"/> \$2,501 - \$5,000  | <input checked="" type="checkbox"/> \$ 25,001 - \$50,000 |
| <input type="checkbox"/> \$550 - \$1,000 | <input type="checkbox"/> \$5,001 - \$10,000 | <input type="checkbox"/> Over \$50,001                   |

18. Check the dollar range that best represents the amount of out-of-pocket expenses incurred by your CHC appointees in 2015.

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> \$0 | <input type="checkbox"/> \$550 - \$1,000   | <input type="checkbox"/> \$2,501 - \$5,000  |
| <input type="checkbox"/> \$1 - \$500    | <input type="checkbox"/> \$1,000 - \$2,500 | <input type="checkbox"/> \$5,001 - \$10,000 |

☐ \$10,001 - \$25,000☐ \$ 25,001 - \$50,000☐ Over \$50,001

**Planning CHC Projects/Programs**—State statutes direct CHCs to align planning efforts with Texas' Statewide Preservation Plan. Following questions address CHC planning and work applicable to each Statewide Plan goal.

19. A work plan defines project tasks, participants, time estimates, and a schedule. Check the option that best reflects how often is your CHC work plan updated.

- |  |   |
|--|---|
| <input type="checkbox"/> Our CHC does not have a work plan | <input checked="" type="checkbox"/> <b>Updated annually</b> |
| <input type="checkbox"/> Updated after each CHC meeting    | <input type="checkbox"/> Updated every 2 years              |
| <input type="checkbox"/> Updated every 6 months            | <input type="checkbox"/> Updated every 3 years or more      |

20. Check each of the parties who participates in your CHC planning process.

- |  |   |
|--|---|
| <input type="checkbox"/> Our CHC does not have a plan/planning process | <input type="checkbox"/> County commissioners                             |
| <input checked="" type="checkbox"/> <b>CHC chair</b>                   | <input type="checkbox"/> Other county officials                           |
| <input checked="" type="checkbox"/> <b>CHC officers</b>                | <input type="checkbox"/> Partner organizations                            |
| <input checked="" type="checkbox"/> <b>CHC appointees</b>              | <input type="checkbox"/> City and/or community officials from your county |
| <input type="checkbox"/> County judge                                  |   |

**Goal 1 of the Statewide Preservation Plan for Texas** is to conduct comprehensive surveys of the state's diverse historic and cultural resources resulting in a publicly accessible online database.

**This type of survey is NOT referencing typical county property surveys**—these are cultural and historic resource surveys for above-ground resources (residential and commercial buildings, bridges, etc.) that indicate significance as well as the physical condition of individual resources within a given area. Please distinguish survey work from general inventories that provide basic listings and locations of resources.

21. Check the **ONE statement** that best reflects your county's involvement with survey work. Please reread the survey description above to ensure that you are providing an accurate answer.

- ☐ I am not sure if our county has a historic resources survey
- ☒ **No survey—CHC does not keep inventories of historic properties**
- ☐ No survey—CHC keeps inventories of county historic properties
- ☐ Have initiated survey—CHC volunteers work on survey forms
- ☐ Have initiated survey—CHC volunteers and professional consultants work on survey forms
- ☐ Have initiated survey—Professional consultants hired to complete all survey forms
- ☐ County-wide survey exists—Survey has not been updated in the last 10 years
- ☐ County-wide survey completed—CHCs maintain/update existing volunteer-generated survey
- ☐ County-wide survey completed—CHCs maintain/update volunteer and professionally generated survey
- ☐ County-wide survey completed—CHCs maintain/update professionally generated survey

22. If you have a historic and cultural resources survey, check the formats that apply to your survey.

- ☐ Paper copy
- ☐ Electronic format in Word or similar type of software
- ☐ Electronic format in Excel or similar type of spreadsheet software
- ☐ Electronic format in database software (Microsoft Access, Filemaker, etc.)
- ☐ Survey information available online

Survey work identifies the breadth of historic resource types, significance of each resource, and urgency/need applied to the physical condition of each property. This survey information enables CHCs to compile accurate endangered and demolished lists. These lists help CHCs prioritize work and promote stewardship.

23. Check the box if your CHC keeps track of the specified information.

- ☐ A list of **ENDANGERED** cultural and historic resources in your county
- ☐ A list of cultural and historic resources **DEMOLISHED** in 2015

24. Enter your county name and the names and locations of the ENDANGERED resources in your county—A property is considered endangered if it is under threat of demolition, structurally unstable, in an area of encroachment, etc. Skip this question if your CHC does not keep this information.

n/a

25. Enter your county name and the names and locations of the cultural and historic resources DEMOLISHED in your county in 2015. Skip this question if your CHC doesn't keep this information.

n/a

26. Check the work items in which your CHC was actively involved during 2015.

- ☒ Reviewed applications for historical MARKERS
- ☒ Maintain an inventory of subject MARKERS in your county
- ☒ Periodically assess the condition of subject MARKERS in your county
- ☐ Cleaned or repaired MARKERS
- ☒ Provided an inventory of subject MARKERS for public use (brochure, website posting, etc.)
- ☒ Maintain an inventory of properties that are DESIGNATED by Texas or the Secretary of the Interior as historic (i.e., National Register, Historic Texas Cemetery, Recorded Texas Historic Landmark, or State Archeological Landmark)
- ☒ Periodically assess the condition of properties DESIGNATED by Texas or the Secretary of the Interior as historic
- ☐ Provided an inventory of properties that are DESIGNATED as historic for public use (brochure, website posting, etc.)
- ☒ Maintain an inventory of CEMETERIES in your county
- ☒ Periodically assess the condition of CEMETERIES in your county
- ☒ Cleaned or repaired objects in CEMETERIES
- ☐ Provided an inventory of CEMETERIES for public use (brochure, website posting, etc.)
- ☐ Maintain an inventory of CEMETERY ORGANIZATIONS in your county
- ☐ Compared THC's current inventory of ROSENWALD schools with your county inventory

**Statewide Preservation Plan—Goal 2: Emphasize Cultural Landscapes** encourages Texans to emphasize the identification, protection, and interpretation of cultural landscapes. Considering the environmental context of resources provides a broader understanding of what is required to preserve the story of a place.

27. Check the box next to each work item in which your CHC was actively involved during 2015.

- ☒ Identified and/or researched areas of development within your county that could impact cultural and historic resources
- ☐ Identified and/or researched historic highways, roads, and trails in your county
- ☐ Identified and/or researched historic farms and ranches in your county
- ☐ Identified and/or researched historic bridges and/or bridge types in your county
- ☐ Identified and/or researched waterways, dams, irrigation districts, etc. in your county
- ☐ Identified and/or researched parks and/or open spaces

Comment on other work involving these cultural landscape themes in the box below.

**Certified Local Government Committee held community meetings in Port Neches, Nederland and China to identify and evaluate cultural and historic resources.**

28. Check the box next to each work item in which your CHC was actively involved during 2015.

- ☐ Participated in work that altered your historic county courthouse square
- ☐ Researched or pursued repair for a historic school complex/campus
- ☐ Researched or pursued repair for a public plaza
- ☐ Participated in activities associated with El Camino Real de las Tejas National Historic Trail Association

Comment on work involving these cultural landscapes in the box below.

n/a

29. Provide a list of the different landscapes that were involved in your 2015 body of work.

A sample response to this request would be if Kaufman CHC noted that they pursued funding to maintain and promote interpretation of the Kaufman County Poor Farm.

**Certified Local Government Committee met in 2015 with several community stakeholders outside existing CLG cities of Beaumont and Port Arthur (including Sabine Pass) to begin process of identification / evaluation of cultural and historic resources prior to beginning an historic resource survey in 2016.**

**Goal 3 Statewide Preservation Plan—Goal 3: Implement Policies and Incentives** is pursued when cities, counties, state agencies, federal agencies, and/or tribes implement preservation policies and incentives to effectively protect historic and cultural assets. CHCs can influence these policy decisions and may have a role in the review process applied to these incentives.

30. How familiar is your CHC with the following topics?

The role a CHC can have in a federal Section 106 review  
☐ Not ☐ Minimally ☒ **Somewhat** ☐ Very

The Secretary of the Interior's Standards for the Treatment of Historic Properties  
☐ Not ☒ **Minimally** ☐ Somewhat ☐ Very

The Certified Local Government Program  
☐ Not ☐ Minimally ☒ **Somewhat** ☐ Very

THC's review authority over publicly-owned historic property  
☐ Not ☒ **Minimally** ☐ Somewhat ☐ Very

31. Have you used the listserv and web information provided to familiarize your CHC about the following topics?

The role a CHC can have in a federal Section 106 review  
☐ Have not used information provided by the THC  
     Only CHC chair accessed this information  
☒ **Chair shared information with CHC appointees**  
☐ Used information to improve CHC's understanding and participation

The Secretary of the Interior's Standards for the Treatment of Historic Properties  
☐ Have not used information provided by the THC  
☐ Only CHC chair accessed this information  
☒ **Chair shared information with CHC appointees**  
☐ Used information to improve CHC's understanding and participation

The Certified Local Government Program  
☐ Have not used information provided by the THC  
     Only CHC chair accessed this information  
☒ **Chair shared information with CHC appointees**  
☐ Used information to improve CHC's understanding and participation

THC's review authority over publicly-owned historic property  
☒ **Have not used information provided by the THC**  
☐ Only CHC chair accessed this information  
☐ Chair shared information with CHC appointees  
☐ Used information to improve CHC's understanding and participation

32. Check the box next to each of the comments that apply to your CHC's 2015 body of work.

☒ **CHC participated in community planning activities to ensure historic and cultural resources were considered when development or zoning is discussed by city officials**

☐ CHC uses the Secretary of the Interior's Standards for the Treatment of Historic Properties to determine appropriate repair and new construction when making recommendations for exemptions or incentives

☒ **CHC participated as a consulting party in a federal Section 106 undertaking review**

Tell us more about your CHC's involvement in the areas checked above. Skip if no boxes are checked.

**(1) JCHC Representatives on Beaumont Landmark Commission and Port Arthur Landmark Commission**  
**(3) When JCHC is contacted by the THC for project review under Section 106 of the National Historic Preservation Act of 1966, we review changes on new bridges, pipelines, railroad towers /bridges, roads or miscellaneous towers to see if there will be any adverse effect on history preservation in that area.**

33. Check the box if the statement applies to your CHC.

- ☐ County offers historic tax exemptions/incentives for qualified properties  
☐ CHC has a role in reviewing and/or making recommendations for COUNTY historic site tax exemptions/incentives

If your CHC has a review and/or recommendation role, please enter your county and explain the extent of your review authority for COUNTY historic tax exemptions or incentives.

n/a

**Statewide Preservation Plan—Goal 4: Leverage Economic Development Tools for Preservation—CHCs contribute to Goal 4 if they are involved in activities in which counties and/or communities leverage preservation-based and traditional economic development tools to revitalize historic areas. CHCs can influence community decision makers to take advantage of these tools.**

34. Check the box for each work item in which your CHC was actively involved in 2015.

- ☒ **Promoted historic and cultural sites to develop and sustain heritage tourism initiatives**  
☒ **Supported Main Street Program activities in a community within your county**  
☐ Secured private grant money to fund or partially fund a CHC project  
☐ Secured Certified Local Government grants for CHC projects/training  
☐ Secured other state or federal money to fund/partially fund a CHC project  
☐ Used inventories of surveyed properties to promote rehabilitation through grants and/or tax incentive programs  
☐ Involved in local economic development plans/projects/organizations  
☐ Used hotel/motel tax revenue to fund preservation projects

Tell us a bit more about your CHC's involvement in the areas you have checked above.

**The JCHC included a page on website redesign dedicated to Historic Tourism. The JCHC is a member of Beaumont Main Street.**

35. List the public entities or private organizations that have provided grants or funding opportunities for your preservation projects. Skip this question if it does not apply to your CHC.

n/a

**Statewide Preservation Plan—Goal 5: Learn and Experience History through Place—CHCs contribute to Goal 5 when providing events/activities that enable people to learn and experience the state's diverse history through education, recreation, and everyday interactions with historic places.**

36. Check the box for each work item in which your CHC was actively involved in 2015.

- ☒ **Provided educational events/presentations/information on historic preservation and local history to audiences outside your CHC**  
☒ **Provided educational events/presentations/information on historic preservation and local history geared toward youth/schools**  
☐ Initiated projects to diversify interpretation of historic and cultural resources  
☒ **Participated in a regional preservation or tourism event (Texas Archeology Month event, Preservation Month event, history conference, cultural heritage festival, etc.)**  
☐ Coordinated a regional preservation or tourism event  
☐ Supported activities sponsored by one or more of the Texas Heritage Trails regions  
☒ **Provided tours of a HISTORIC COURTHOUSE in your county**  
☒ **Provided tours of other historic buildings and/or sites within the county**  
☒ **CHC appointees volunteered at a historic site that is open to the public at large**  
☐ CHC managed a historic site that is open to the public at large

37. List events in which your CHC was involved that are associated with boxes checked above. Provide details for selected activities in the Project Description section at the end of this report.

**Tyrrell Historical Library Annual Meeting power point presentation by JCHC member; Memorial Wreath Laying Ceremonies at Dick Dowling Monument, Sabine Pass; Volunteers at Camp Lookinback at John J. French Museum; East Texas Historical Association Fall Meeting, Nacogdoches; East Texas Archeological Conference, Tyler; Historical Archeology Academy, Texas Archeological Stewardship Network Workshop, Liberty County Hands-On Cemetery Workshop; Coordinator gave tours of Historic Courthouse as requested; Magnolia Cemetery Tour, Beaumont; McFaddin Ward House Museum Volunteers, John J. French Trading Post Museum Volunteers, Beaumont Heritage Society Volunteer, Chambers House Museum Volunteers.**

**Statewide Preservation Plan—Goal 6: Connect Preservation to Related Fields—**These efforts build a stronger and more diverse preservation community. Related fields include archeology, anthropology, geography, architecture, conservation, planning, economic development, tourism, education, museums, and genealogy.

38. Partnering is more than just attending meetings of other organizations. Effective partnerships build a stronger and more diverse preservation community.

Check each of the individuals and organizations with which your CHC partnered during 2015.

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> <b>County officials</b>   | <input type="checkbox"/> Local businesses            | <input checked="" type="checkbox"/> <b>Cemetery organizations</b>   |
| <input checked="" type="checkbox"/> <b>City officials</b>   | <input checked="" type="checkbox"/> <b>Libraries</b> | <input checked="" type="checkbox"/> <b>Archeology organizations</b> |
| <input type="checkbox"/> Local law enforcement  | <input checked="" type="checkbox"/> <b>Museums</b>   |   |
| <input checked="" type="checkbox"/> <b>Landmark commissions or local historic design/review boards</b>                                    |  |   |
| <input type="checkbox"/> Educational institutions (school districts, community colleges, universities)                                    |  |   |
| <input checked="" type="checkbox"/> <b>Texas Archeology Stewardship Network (work with the stewards)</b>                                  |  |   |
| <input checked="" type="checkbox"/> <b>Tourism organizations / visitors bureau / chambers of commerce / downtown business association</b> |  |   |
| <input checked="" type="checkbox"/> <b>Main Street managers and/or board members</b>  |  |   |
| <input type="checkbox"/> Texas Heritage Trails Program  |  |   |
| <input checked="" type="checkbox"/> <b>Other nonprofit organizations not already listed above (societies, associations, etc.)</b>         |  |   |
| <input type="checkbox"/> We don't partner with any organizations  |  |   |

39. Check the boxes that reflect your CHC's role with museums.

- ☒ **CHC appointees volunteer with museum/s**
- ☒ **CHC operates a museum**
- ☐ CHC operates more than one museum
- ☐ CHC operates a museum that adheres to professional standards in the care, collection, management, and interpretation of artifacts
- ☐ CHC appointees sit on board of a county museum
- ☐ CHC is considered to be the board of the county museum
- ☐ Our CHC has no role with museums

40. Enter your county name and provide the name and location for each of the museums your CHC operates. Please skip this question if your CHC does not operate museums.

**Jefferson County    Jefferson County Mini Museum located on first floor of the Courthouse.**

41. When considering your overall workload, check the range that applies to your CHC.

- ☐ 0% of CHC time spent on museum related work
- ☒ **1-25% of CHC time spent on museum related work**
- ☐ 26-50% of CHC time spent on museum related work
- ☐ 51-75% of CHC time spent on museum related work
- ☐ 76-90% of CHC time spent on museum related work
- ☐ 91-100% of CHC time spent on museum related work

**Statewide Preservation Plan—Goal 7: Cultivate Political Commitment—**CHCs should cultivate political commitment for historic preservation on local, regional, state, and national levels. Cultivate commitment to CHC work and preservation by reporting CHC accomplishments to political officials and inviting those officials to CHC activities.

42. Check each way your CHC officially reported 2015 activities to your county officials.

**X Presented/will present summary of 2015 accomplishments to commissioners court in late 2015 / early 2016**

☐ Presented to county commissioners court about a particular project/s

**X Attended county commissioners court regularly**

**X Met with the county judge**

**X Met with county commissioners**

☐ Submitted CHC meeting minutes

**X Submitted a CHC budget**

☐ Submitted CHC treasury reports

**X Submitted CHC bylaws**

**X Provided suggested CHC appointments**

43. Check the elected officials that your CHC regularly invited to events and activities in 2015.

☐ County judge

**X County commissioners**

☐ Mayor/s of cities in your county

☐ City council members from cities within your county

☐ We do not regularly invite elected officials to our events

☐ School board members

☐ Law enforcement officials

☐ State legislators

☐ U.S. legislators

44. Please enter your county name and the names of elected officials who attended one or more of your CHC events in 2015. Skip this question if no elected officials attended your events.

<b>Jefferson County</b>	<b>Commissioner Everette "Bo" Alfred</b>
-------------------------	--

45. Check activities and communications undertaken in 2015 in support of Texas history and preservation.

☐ Attended "county day" events at the Capitol for your county

**X Issued information to the public at large--newsletters, email, press releases, etc.**

**X Submitted articles and/or letters to media outlets**

☐ Invited key decision-makers to celebratory preservation events

**X Worked with preservation nonprofits who advocate for specific projects**

**X Worked with preservation nonprofits who advocate for preservation in general**

☐ Made telephone calls to state legislators

☐ Made telephone calls to federal legislators

**X Wrote letters/email to state legislators**

☐ Wrote letters/email to federal legislators

☐ Had face-to-face discussions with state legislators

☐ Had face-to-face discussions with federal legislators

☐ Provided public testimony at legislative hearings as to the benefits of preservation

☐ Attended Preservation Day at the Capitol in Austin

<p><b>Statewide Preservation Plan for Texas—Goal 8: Build Capacity of Preservation Community</b> encourages existing preservation groups to develop organizational capacity to strengthen and expand their preservation skills. CHCs work toward this goal by seeking continuing education and improving the projects and services provided.</p>
--

46. Check all of the ways in which your CHC tried to improve appointee participation in 2015.

☐ Initiated projects to diversify CHC membership

**X Provided educational presentations for your CHC appointees**

**X Used the THC website information to educate appointees**

☐ Used the CHC Handbook to educate appointees

☐ Hosted a THC-affiliated workshop in 2015

**X Met regionally with other CHCs to share experiences and efforts**

☐ Organized a CHC regional meeting for the purposes of sharing CHC experiences and efforts

47. If you organized a CHC regional meeting in 2015, please indicate:

-- the counties that participated (including your county);

-- topics or themes discussed; and

-- how many times you have met formally as a group over the years.

n/a

48. List workshops that your CHC hosted in 2015, including information on the educational topic.

n/a

49. Reflecting 2015 activity, enter the number of CHC appointees that attended a training offered by the organization listed.

_____	THC regional workshop	<b>3</b>	<b>THC oral history workshop</b>
_____	THC marker workshop	<b>1</b>	<b>THC Archeology Steward training</b>
_____	THC cemetery workshop	_____	Texas Main Street Program
_____	THC/Texas Archeology Month event	_____	THC/Texas Association of Museums
_____	Friends of the THC grant writing workshop	_____	Texas Association of Museums (other than THC partnered training listed above)
_____	Texas Heritage Trails Program	_____	Texas Archeological Society (TAS)
_____	Texas State Historical Association	_____	National Trust for Historic Preservation conference
_____	American Association for State and Local History (AASLH)	_____	Preservation Texas (PT) event
<b>13</b>	<b>Local/regional historical association educational opportunity</b>	<b>11</b>	<b>Any other history-related opportunity that was offered locally/regionally</b>

50. Rank the degree to which select THC services have helped your CHC expand their programming.

CHC listserv weekly messages

- ☐ Didn't notice service was offered  
☐ Noticed but didn't take advantage of service  
☐ Did not help us  
☒ **Helped a little**  
☐ Helped a lot

THC website information specific to CHCs

- ☐ Didn't notice service was offered  
☐ Noticed but didn't take advantage of service  
☐ Did not help us  
☐ Helped a little  
☒ **Helped a lot**

General THC website information

- ☐ Didn't notice service was offered  
☐ Noticed but didn't take advantage of service  
☐ Did not help us  
☐ Helped a little  
☒ **Helped a lot**

Historical marker webinars

- ☐ Didn't notice service was offered  
☒ **Noticed but didn't take advantage of service**  
☐ Did not help us  
☐ Helped a little  
☐ Helped a lot

51. Share your thoughts on THC services that have helped your CHC.

**During 2015, our Certified Local Government Committee became committed to preparation for doing a county Cultural and Historic Survey. We were able to go on the THC website and learn what preparation was involved. We were able to download tools, information, and forms concerning such surveys. We were able to learn what contacts at THC that could help us. We were also able to find what counties had completed Cultural and Historic Surveys and who to contact in those counties. Having this information on the THC website was especially beneficial to JCHC members who might be working on this project in the evenings or weekends.**

52. Check the ways in which your CHC made concerted efforts in 2015 to improve work relative to previous years.

- |   |   |
|---|---|
| <input type="checkbox"/> CHC planning<br><input checked="" type="checkbox"/> <b>Bylaws</b><br><input checked="" type="checkbox"/> <b>Membership and attendance</b><br><input checked="" type="checkbox"/> <b>Preservation education for appointees</b><br><input checked="" type="checkbox"/> <b>Partnerships</b><br><input checked="" type="checkbox"/> <b>Community outreach to adults</b><br><input type="checkbox"/> Community outreach to young people | <input checked="" type="checkbox"/> <b>Presence of CHC and/or county history on Internet</b><br><input type="checkbox"/> Relationship with county commissioners court<br><input checked="" type="checkbox"/> <b>Initiated a new CHC project</b><br><input checked="" type="checkbox"/> <b>Improved an ongoing effort</b><br><input type="checkbox"/> Our CHC was not active this year |
|---|---|

### Project Description Instructions

The THC uses completed descriptions to promote CHC work; we only use descriptions that provide the information as requested.

**NOTE:** Those interested in a Distinguished Service Award MUST provide 3 different descriptions—please do not provide the same project description for questions 53, 54, and 55.

Each description should be 4 to 12 sentences in length. Please use complete sentences.

53. Project Description #1 (of 3)—Expand upon your answers to question 52 about improving your CHC during the 2015 year of service.

Describe the efforts made to improve an aspect of your CHC. Include the following:

- your county name
- the specific area of improvement
- why the improvement effort was made
- what actions were taken to make improvements
- the results of those actions

If you were not able to make improvements in 2015, document your challenges and what improvements you'd make if you had the time, manpower, or money required.

**The Jefferson CHC is a functioning commission. Where it is our hope that our members will be active and meet membership requirements (including volunteer hours and meeting attendance), this does not always happen. Each year our Executive Board reviews our bylaws to make sure all membership requirements are being met. This assures us that our members are not in name only but are actively working to preserve and promote the history of Jefferson County.**

**The Jefferson CHC had a productive year working with our local partners in history preservation. A number of our members served as volunteers or boards members of museums and historical societies and also the Ben Rogers Regional Visitors Center and the Port Arthur Convention and Visitors Bureau.**

**Working closely with McFaddin-Ward House Museum personnel, using research compiled by our Cemetery Committee, and with the guidance of JCHC member / director of the Magnolia Cemetery in Beaumont, the JCHC held its second annual Magnolia Cemetery Tour. It was such a success, we hope to branch out to another cemetery in the near future.**

54. Project Description #2 (of 3)—Share a project, effort, or service that shows the best of how your CHC interacts with the public. Please include your county name in the answer.

Project, effort, or service must adhere to the following requirements:

- its primary association is with history/preservation
- it has broad CHC appointee support (rather than the participation of only 1 or 2 people)
- is an ongoing effort or one that was completed in 2015

**The Jefferson CHC Certified Local Government Committee became very active during 2015 in laying the foundation for applying for a Cultural and Historical Resource Survey grant. The CLG Committee met in three areas of the County for interaction with local citizens who are familiar with old / forgotten stories / histories of their area.**

**We met in Nederland with the Nederland Historical Society and local interested citizens. In Port Neches, we met at the Port Neches Library to learn more of their recorded history and met neighbors from that area. One of our County Commissioners opened his precinct service center to allow us a location to meet with citizens from outlay areas. Because of that meeting, we received contact information for other people who have helpful information to share.**

We met the son of the man who wrote a book about the China, Texas area that include some little know African-American history. We learned of and visited a private museum that contains a wealth of information collected by a man in that area. He also shared stories his mother had passed down about the Prisoner of War camp located in that area during the 1940s. Since that meeting, we have been contacted by a retired citizen who has done extensive research on post offices and schools in the LaBelle and Hamshire areas.

Because of these meetings, not only were we able to learn more about our county history but we were able to bond with citizens excited that “their story was going to be told.”

A number of our JCHC members not on the CLG Committee also volunteered to help with gathering information in areas of the County not mentioned above.

55. Project Description #3 (of 3)—Expand upon your CHC's contribution to heritage tourism efforts in your region. Refer to question 36 for heritage tourism examples.

Highlight your most effective heritage tourism effort in 2015:

- your county name
- describe event and your role in it
- partners and community involvement in planning and/or implementation
- impact of the event (attendance, participation, profit, etc.)

In 2014, the Jefferson CHC began a long-overdue reorganization of the Jefferson County Historical Commission website. A website committee was formed and research was shared among JCHC members. By the end of 2015, the re-organization was ninety percent complete.

Special areas on the website included the Jefferson County Courthouse, Jefferson County History, Certified Local Government, JCHC Library, Online Resources, JCHC Members (which include JCHC Agendas and Meeting Minutes) and Historic Tourism. Because of this reorganization and being easily accessible through the Jefferson County TX webpage, the JCHC has received contacts from people all over the county, state and nation with requests or offering family information. Because of the information available on the Courthouse, we have had people drop in for tours or to use our library.

Two of our JCHC appointees are associated with the Ben Rogers Regional Visitors Center, one is a five-day-a-week volunteer and one is employed there. They are able to answer questions about museums and give directions (and brochures) of historic places to visit.

#### CHC Comments for the THC

56. If you'd like, share information not already submitted in this report. Feel free to comment on specific preservation issues in your county (successes and/or challenges).

n/a

\*\*\*\*\* End of Report.

Please go back through the report and check your report for accuracy. When done, send a copy of completed survey to the Texas Historical Commission.

If possible, please email a copy of this document to our [office—amy.hammons@thc.state.tx.us](mailto:amy.hammons@thc.state.tx.us).

If you cannot email a copy, mail a copy of the report—Attn: Amy Hammons, Texas Historical Commission, PO Box 12276, Austin, TX, 78711.

Contact Amy Hammons ([amy.hammons@thc.state.tx.us](mailto:amy.hammons@thc.state.tx.us) or 512.475.2692) with questions about this report.

We appreciate that you have taken the time to fulfill this statutory reporting responsibility and to share what your CHC has accomplished in 2015. Thank you for your time and service! Thank you for your time.

# JEFFERSON COUNTY HISTORICAL COMMISSION

## BYLAWS

### ARTICLE I: NAME

The name of this organization shall be the Jefferson County Historical Commission in accordance with Texas Local Government Code, Chapter 318.

### ARTICLE II: PURPOSE

**Section 1.** The purpose of the Jefferson County Historical Commission (hereinafter called the "JCHC") shall be to preserve and promote history within the County, and to that end shall:

- A. conduct continuing programs of historical marker recommendations and placements in accordance with the Texas Historical Commission requirements;
- B. make recommendations to the County Commissioners Court for property acquisition, real or personal, which is of historical significance;
- C. accept and curate, whenever feasible, artifacts and other items in the name of the JCHC for Jefferson County;
- D. cooperate with local museums in establishing programs and exhibits of historical interest;
- E. establish working relationships with area historical societies; and,
- F. support, whenever possible, the programs of the Texas Historical Commission.

- Section 2.** Historical markers placed on private property will be paid for, whenever feasible, by the property owners or other interested citizens; however, all marker transactions (script approval, etc.) must be conducted through and with the approval of the JCHC.

### **ARTICLE III: MEMBERSHIP**

- Section 1.** Eligibility. Any adult resident of Jefferson County recommended by the JCHC or the County Commissioners Court shall be eligible for membership.
- Section 2.** Number of Members. The JCHC shall consist of not less than seven (7) residents of the County, and each precinct within the County shall be represented by at least one (1) member.
- Section 3.** Term. Members shall be appointed by the Jefferson County Commissioners Court for two-year terms beginning on January 1 of odd numbered years. All members in good standing shall be eligible for reappointment.
- Section 4.** Texas Historical Foundation and Preservation Texas. In that the Texas Historical Foundation and Preservation Texas are supportive organizations of the Texas Historical Commission, it is recommended that the JCHC become a member of these two organizations.
- Section 5.** Resignation. Resignation from the JCHC may be accepted after the letter of resignation has been read into the official minutes by either the Chair or the Secretary.
- Section 6.** Volunteer Hours – Each member is required to submit at least 50 hours of volunteer service each calendar year. The service includes any JCHC meeting, project, conference, travel to and from JCHC events, and any historical research that preserves or promotes Jefferson County history.
- Section 7.** Members must attend at a minimum of two (2) meetings annually unless exempted by the Executive Board. Failure to do so may subject member removal from the Commission.

## **ARTICLE IV: OFFICERS.**

- Section 1.** Enumeration, Election and Term. The officers of JCHC shall be Chair, First Vice-Chair, Second Vice-Chair, Secretary / Treasurer, and immediate Past Chair. These officers shall be elected by a majority vote of the members present at the Annual Meeting. Their terms shall be for two years, and they may serve for no more than two consecutive terms unless approved by a majority vote of members present at the Annual Meeting.
- Section 2.** Chair. The Chair shall be the Executive Officer for the JCHC. The Chair's responsibility shall be to call the regular meetings and preside at those meetings; appoint standing committees, task forces, and their chairs; report annually to the County Commissioners Court on the activity and progress of the JCHC; and serve on or designate a representative for any boards, commissions, or committees as requested and deemed appropriate by the JCHC. The Chair shall have the usual powers of supervision and management as may pertain to the office or be designated by the members of the JCHC, and shall work in conjunction with the Coordinator to carry out these duties.
- Section 3.** First Vice-Chair. The First Vice-Chair shall preside at the meetings in the absence of the Chair. The First Vice-Chair shall possess all the duties and responsibilities of the Chair in the event the normal activity of the Chair would be curtailed. The First Vice-Chair, in conjunction with the JCHC Coordinator, shall plan all JCHC programs, secure locations, and make any necessary arrangements.
- Section 4.** Second Vice-Chair. The Second Vice-Chair shall preside at the meetings in the absence of the Chair and First Vice-Chair. The Second Vice-Chair shall possess all the duties and responsibilities of the Chair and First Vice-Chair in the event the normal activity of the Chair and First Vice-Chair would be curtailed. The Second Vice-Chair, in conjunction with the JCHC Coordinator, shall plan all JCHC programs, secure locations, and make any necessary arrangements.
- Section 5.** Secretary / Treasurer. This position shall be filled by the JCHC Coordinator. As an employee of the County, and approved by

Commissioners Court, this person is the sole individual to handle all financial matters of the JCHC, with consideration to suggestions by the JCHC. Duties consist of recording the minutes of all meetings, co-sign with the Chair any contracts or instruments designated by the JCHC, presenting accurate accounting of all JCHC funds at all regular and Annual Meetings, prepare a yearly budget to be presented to Commissioners Court for approval and perform other duties as normally pertain to the office.

- Section 6.** Executive Board. The Executive Board shall be composed of the Chair, First Vice-Chair, Second Vice-Chair, Secretary / Treasurer, and immediate Past Chair, and shall be authorized to transact business between meetings of the JCHC. The Executive Board shall meet at the call of the Chair.
- Section 7.** Nominations and Election Procedure. Nominations for these offices shall be made and presented in writing to the general membership two weeks prior to the Annual Meeting at which officers are elected. Nominations may also be accepted from the floor from any voting member with the consent of the nominee. Election shall be by written ballot unless there is only one candidate and a motion is made to elect by acclamation. A simple majority vote of those present qualified to vote and voting shall constitute election. Proxy or absentee voting will not be allowed in officer elections.
- Section 8.** Resignation and Vacancy. An officer may resign the office while not necessarily resigning membership in JCHC by submitting a letter to the JCHC which shall be read into the official minutes. Vacancies occurring in any office other than the Chair shall be filled for the remainder of the term as the JCHC deems, either by authorizing the Chair to appoint or by electing a substitute at the regular meeting following the resignation.

## **ARTICLE V: FINANCIAL ADMINISTRATION.**

- Section 1.** Fiscal and Budget Reports. The Fiscal and Budget report of the JCHC shall be presented in writing to the Jefferson County Auditor by the JCHC Secretary/Treasurer in time for the Budget Hearings of Commissioners Court. The Budget shall be prepared with assistance of the Chair.
- Section 2.** Budget. The County approved budget for the ensuing year shall be

included in the Annual Report when given in January to Commissioner Court.

## **ARTICLE VI: MEETINGS**

- Section 1.** Regular Meetings. There shall be a minimum of six (6) regular meetings per calendar year for the general membership as specified by the Texas Historical Commission. Additional meetings will be held at such time as the Executive Board advises. Notification of all meetings, including Marker Dedications, shall be by mail or email.
- Section 2.** Annual Meeting. The Annual Meeting shall be held in November of each calendar year. The specific date, time and place shall be set according the JCHC recommendations. Business for the Annual Meeting shall include:
- A. election of officers (every two (2) years);
  - B. reappointment of current members, or appointment of new members (every two (2) years);
  - C. recommendation of programs for the ensuing year;
  - D. suggestions for activities; and,
  - E. other business as deemed necessary by the JCHC Chair.
- Section 3.** Quorum. A quorum of at least five (5) members shall be required for the transaction of business at any meeting of the JCHC. Meetings of the Executive Board do not require a quorum.
- Section 4.** Parliamentary Procedure. Parliamentary procedure shall be according to "Robert's Rules of Order".
- Section 5.** Special Meetings. The Chair may call special meetings as necessary to conduct business between regular meetings.

## ARTICLE VII: COMMITTEES AND TASK FORCES

**Section 1.** Chair. The Chair of the JCHC shall appoint a Chair for each of the standing committees and task forces, as needed. The Chairs for the committees shall serve the same two-year term as the JCHC officers.

**Section 2.** Standing Committees. In accordance with the recommendations of the Texas Historical Commission, these committees shall be constant and ongoing. All Committees shall serve for two (2) year terms.

- A. Historical Preservation - acquisition, preservation, storage and display of historical papers, records and documents; establishing, improving, enlarging and/or supporting an historical museum; writing or updating county history; encourage the work of entities engaged in the work of preservation of historic buildings and sites; and reprinting scarce historical material, publications and pictures.
- B. Historical Markers and Research - study, survey and review subjects and sites for possible marking; prepare and submit appropriate applications; update marker lists; and secure locations and obtain permission for erecting markers.
- C. History Appreciation – publicize Commission work; cooperate with history and visitor-related committees; sponsor historical tours, dedications, commemorations, and observances; provide advice and direction on citizens' interest; and serve as liaison resources between JCHC and other county and state historical commissions seeking advice, assistance, support or sponsorship for observations, projects, etc.
- D. Archeology Committee – Undertake activities that promote the preservation of archeological resources.
- E. Cemetery Committee – Pursue Historic Texas Cemetery designations for cemeteries in county, and promote cemetery surveys, clean-up days and other similar activities.
- F. Courthouse and Sub-Courthouse Oversight Committees – Responsible

for seeing architectural integrity of County Courthouse and Sub-Courthouse is maintained by on-site visits to examine buildings, evaluate suggested changes to buildings, and work as a liaison between County and the Texas Historical Commission.

G. Certified Local Government – Responsible for coordinating all JCHC activities with the Texas Historical Commission in compliance with all Federal and State laws and regulations pertaining to the Texas Certified Local Government program. This committee may be referred to as “CLG Committee”.

1. The CLG Committee Leader shall be either the JCHC Chair or a JCHC member appointed by the JCHC Chair as provided in Article VII Section 1 of these by-laws.
2. The CLG Committee shall consist of at least five (5) members and members shall reside in Jefferson County.
3. CLG Committee members shall serve a term of two (2) years or such lesser term for which they may be elected in accordance with these by-laws.
4. A CLG Committee member may not serve more than eight (8) consecutive years, but shall be eligible for re-election after an absence of one (1) or more years.
5. The CLG Committee shall serve as a Review Board with the following specific responsibilities:
  - a. To establish, oversee, and implement a procedure or system for inventorying, surveying, evaluating, registering, documenting, and protecting individual properties and districts of historic significance in Jefferson county in accordance with the National Register Criteria and consistent with statewide preservation planning processes.
  - b. To maintain and to periodically review the inventory of surveyed historic properties and districts located in

Jefferson County for updates or amendments.


- c. To monitor and report to the Texas Historical Commission any actions affecting the Jefferson County Courthouse, State Archeological Landmarks, individual properties and districts listed in the National Register of Historic Places or locally designated properties in Jefferson County.
- d. To ensure that all JCHC activities shall adhere to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.
- e. To seek eligible projects and administer those that are funded through the Texas CLG programs such as surveys, National Register nominations, publications, workshops, etc., for the education and benefit of the JCHC and the county.

**Section 3.** Special Committees or Task Forces. The Chair of the JCHC may appoint a Chair and members of special committees that will serve to accomplish a specific goal or project. The committee will be terminated at the completion of the goal or project unless otherwise directed by the JCHC.

**Section 4.** An Advisory Council shall be appointed by the Chair of the JCHC, and membership shall be at the recommendation of any member of the Executive Committee of the JCHC. The sole duty of the Advisory Council is to provide support and advice to the JCHC, and serve as a liaison resource between the JCHC and individuals or organizations seeking advice, assistance, support or sponsorship for historical projects and programs. The Advisory Committee members are not eligible to vote on JCHC business matters.

These Bylaws may be amended by two-thirds (2/3) vote of the qualified members present and voting at any regular meeting provided the amendments were submitted in writing to the general membership two weeks prior to the said meeting.

**Adopted by the membership of the Jefferson County Historical  
Commission**

  
Theresa Goodness, JCHC Chair

Date: *May 27, 2015*

  
Linda McMahan, JCHC Secretary

Date: *May 27, 2015*

**Approved by the Jefferson County Commissioners Court**

**2/8/2016**

\_\_\_\_\_  
Date

Jeff Branick, County Judge \_\_\_\_\_

Eddie Arnold, County Commissioner, Pct. 1 \_\_\_\_\_

Brent Weaver, County Commissioner, Pct. 2 \_\_\_\_\_

Michael Sinegal, County Commissioner, Pct. 3 \_\_\_\_\_

Everette "Bo" Alfred, County Commissioner, Pct. 4 \_\_\_\_\_



RECEIVED FEB - 3 2016

**JEFFERSON COUNTY**  
Historical CommissionTheresa Goodness  
ChairLinda McMahan  
Secretary/Treasurer and CoordinatorRon Ellington  
Past ChairmanLeslie McMahan  
1<sup>st</sup> Vice-ChairmanPaul Prosperie  
2nd Vice-ChairmanHonorable Jeff Branick  
County Judge  
Hand Delivered

RE: AGENDA ITEMS FOR COMMISSIONER'S COURT MEETING ON 2/8/2016

Dear Judge Branick:

Please place the following items on the Court's agenda for the February 8, 2016, meeting:

- a. Consider and possibly approve revised appointments to the Jefferson County Historical Commission for 2016.
- b. Consider and possibly approve, receive and file the Jefferson County Historical Commission's Annual Report for 2015.
- c. Receive and file amended bylaws for the Jefferson County Historical Commission.

Sincerely,

A handwritten signature in cursive script, appearing to read "Th Goodness", followed by a horizontal line.

Theresa Goodness  
Chairman  
Jefferson County Historical Commission

## Jefferson County Historical Commission 2016 Appointees

Sarah	Bellian	Active	700 Procter Street, Port Arthur 77640
Bill	Cummings	Active	10882 Farm Road 421, Kountze, TX 77625
Jessie	Davis	Active	5055 I-10 South, Beaumont TX 77705
Theresa	Goodness	Active	985 19th Street, Beaumont TX 77706
Bruce	Hamilton	Active	8641 Winzer, Beaumont TX 77705
Brenda	Jackson	Active	5075 Oakmont Drive, Beaumont TX 77706
Steven	Lewis	Active	540 Campus Street, Beaumont TX 77705
Mike	McGreevy	Active	9270 Shepherd Drive, Beaumont, TX 77707
Les	McMahan	Active	8031 Chimney Rock, Port Arthur 77642
Linda	McMahan	Active	1149 Pearl Street – Third Floor Beaumont, TX 77701
Paul	Prosperie	Active	P. O. Box 2078, Nederland, TX 77627
Don	Smart	Active	P.O. Box 591 Hardin, TX 77561
Jimmy	Sparks	Active	2291 Pine Street, Beaumont TX 77704

**2015 CHC ANNUAL REPORT—submit completed report to THC by February 29, 2016**

Direct questions about reporting to Amy Hammons, call 512/475-2692 or email amy.hammons@thc.state.tx.us.

**General Information**

1. Name of your county	<u>Jefferson</u>
Name of 2015 CHC chair	<u>Theresa Goodness</u>
Name of 2015 CHC co-chair (if 2 chairs) --Vice-presidents are NOT considered co-chairs	<u>Les McMahan (1<sup>st</sup> Vice-Chair), Paul Prosperie (2<sup>nd</sup> Vice-Chair)</u>
Name of <b>2016</b> CHC chair--comment if new chair not selected to date	<u>Theresa Goodness</u>
Name of <b>2016</b> CHC co-chair (if 2 chairs) --Vice-presidents are NOT considered co-chairs	<u>Les McMahan (1<sup>st</sup> Vice-Chair), Paul Prosperie (2<sup>nd</sup> Vice-Chair)</u>
3. Enter information if you have an official space, room, or building; please DO NOT ENTER a personal address or phone number.	
Address of CHC office	<u>1149 Pearl Street, Third Floor Beaumont, TX 77701</u>
Telephone number of CHC office	<u>409 835 8701</u>
4. We will direct inquiries about reporting answers to the person who fills out this report unless you direct us otherwise. Enter contact information as requested--name, email address, and phone number.	
Contact info for person filling out report	<u>Chair Theresa Goodness / Linda McMahan, Coordinator histcomm@co.jefferson.tx.us 409 835 8701</u>
Person to whom we direct questions about reporting answers (if other than person filling out report)	<u>n/a</u>

**CHC Volunteer Hours**--Please provide hours for your appointees and any other volunteers that may contribute to CHC projects and programs. Include time spent at meetings, events, and travel to/from meetings and events.

5. How many volunteer hours were contributed to CHC meetings, projects, and programs in 2015?  
If you do not track hours, enter an approximate number. Enter the number "0" if your CHC is inactive.

Number of volunteer hours 2,978 Hours

6. Provide the number of individuals who served as CHC appointees in 2015.

Number of CHC appointees 18

7. Provide any comments/clarifications about the volunteer hours you entered above. Please skip this question if you have no comments/clarifications. n/a

**CHC Meetings and Appointee Participation**

8. Indicate the number of CHC meetings held in 2015. Enter the number "0" in both boxes, if your CHC was inactive in 2015, i.e., did not provide services to the county.

CHC full commission meetings in 2015 7

CHC committee meetings in 2015 8

9. A majority of all individuals appointed to a CHC must be present to constitute a QUORUM. Check the box next to the percentage that best reflects how often a QUORUM was present for your full commission meetings in 2015.

- ☐ Our CHC did not meet in 2015  
☐ 0% of full commission meetings made quorum  
☐ 1-25% of full commission meetings made quorum  
☐ 26-50% of full commission meetings made quorum  
☐ 51-75% of full commission meetings made quorum  
☒ **76-99% of full commission meetings made quorum**  
☐ 100% of full commission meetings made quorum

**Open Meetings/Records** training is offered on the Texas Attorney General's website. THC recommends that all appointees take this training so that each CHC adheres to existing laws/ policies concerning appointed roles.

10. Check percentage that best reflects the number of appointees who have completed Open Meetings training.

- ☐ 0% of our CHC appointees have taken Open Meetings training  
☒ **1-25% our CHC of appointees have taken Open Meetings training**  
☐ 51-75% our CHC of appointees have taken Open Meetings training  
☐ 76-99% our CHC of appointees have taken Open Meetings training  
☐ 100% our CHC of appointees have taken Open Meetings training

**CHC Financial Information**—Provide the following information to the best of your ability, so that our agency, other CHCs, and county governments gain a better understanding of the statewide financial investment in CHCs.

11. Which serves as the repository for CHC money? Check each answer that applies to your CHC.

- ☒ **County treasury**  
☐ Private bank account  
☐ Not sure how CHC money is accounted for  
☐ Nonprofit partner  
☐ No public or private accounts

12. Enter the amount of money provided to your CHC next to each line item. Please round down/up to the nearest dollar when necessary. Enter the number "0" if no monies are associated with the line item.

Balance carried over from 2014: 0

Annual county allocation for 2015 (not including money for museums): \$12,850

County money allotted for museums in 2015: 0

Any other money issued by county during 2015 (one-time amount for special projects, etc.): 0

CHC fundraising proceeds (events, book sales, etc.) during 2015: 0

Grant money provided to CHC in 2015: 0

Partner/nonprofit money donations made in 2015: 0

"Membership" dues (though not recommended, some CHCs do request dues): 0  
 Any other money amounts for 2015 not already included above; do not include CHC  
 appointee out-of-pocket expenses, which will be requested later in the report: 0

13. Provide any clarifications about above amounts; skip question if you have no comments.

n/a

14. If your county employs an individual as a CHC liaison or as some other support position, please let us know if his/her salary comes out of the CHC county allocation or from some other budgetary line item. Also, let us know what responsibilities have been assigned to this individual.

**Jefferson CHC Coordinator – 32 hours part-time, no benefits except County Retirement. Salary separate budgetary line item. Responsibilities: preparation of yearly budget presented to Commissions Court, responsible for all monies spent, liaison between Cities, County, Texas Historical Commission & Jefferson CHC. In addition to routine office duties, Coordinator included in discussion of restoration /**

renovation of Courthouse, gives tours, contact with state, regional & local preservation organizations, takes part in all JCHC meetings, Executive Board and Committee meetings.

15. Check each of the IN-KIND DONATIONS that was given to your CHC in 2015 by your COUNTY (county government). IN-KIND donations are goods and/or services provided to your organization at no charge.

- ☐ We do not receive in-kind donations from our county. **NOTE:** if you check this box, then no other boxes will be checked for this question.
- ☒ **Meeting and/or office space for CHC**
  - ☒ **Space for a CHC-operated museum**
  - ☒ **Space for a CHC-sponsored exhibit (history, projects, photographs, etc.)**
  - ☒ **Space for archive or records storage**
  - ☒ **Utilities associated with any spaces mentioned above**
  - ☒ **Exterior maintenance or heavy equipment**
  - ☒ **Project/event supplies and/or equipment**
  - ☒ **Administrative supplies or services--postage, paper, ink, copier, etc.**
  - ☒ **Assistance from county staff--posting meetings, financial reports, legal consultations, etc.**
  - ☒ **County liaison whose job description involves providing services to CHC**
  - ☒ **Professional expertise of county staff (for any subject/need)**
  - ☒ **Computer hardware or software**
  - ☒ **Internet access**
  - ☒ **Web hosting on county website**

16. Check each of the IN-KIND DONATIONS that was given to your CHC in 2015 by individuals or organizations (other than your COUNTY). Include in-kind donations made by CHC appointees.

We do not receive in-kind donations from non-county entities. **NOTE:** if you check this box, then no other ☐ boxes will be checked for this question.

- ☒ **Meeting and/or office space for CHC**
- ☐ Space for a CHC-operated museum
- ☐ Space for a CHC-sponsored exhibit (history, projects, photographs, etc.)
- ☐ Space for archive or records storage
- ☒ **Utilities associated with any spaces mentioned above**
- ☐ Exterior maintenance or heavy equipment
- ☐ Project/event supplies and/or equipment
- ☐ Administrative supplies or services--postage, paper, ink, copier, etc.
- ☐ Computer hardware or software
- ☐ Internet access
- ☐ Web hosting on partner website
- ☐ Marketing/graphic design/creative professional services
- ☐ Architectural professional services
- ☐ Preservation consulting professional services
- ☐ Professional services of a historian
- ☐ Professional services of an archeologist
- ☐ Any other professional service or advice

Provide the following estimates to the best of your ability. Don't feel anxious or spend extra time to determine exact amounts; this is just an exercise to help CHCs keep in mind in-kind investments that are often overlooked.

17. Considering the IN-KIND answers checked in the previous questions, check the dollar range that best represents the amount of in-kind services and donations provided to your CHC.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> \$0             | <input type="checkbox"/> \$1,000 - \$2,500  | <input type="checkbox"/> \$10,001 - \$25,000                    |
| <input type="checkbox"/> \$1 - \$500     | <input type="checkbox"/> \$2,501 - \$5,000  | <input checked="" type="checkbox"/> <b>\$ 25,001 - \$50,000</b> |
| <input type="checkbox"/> \$550 - \$1,000 | <input type="checkbox"/> \$5,001 - \$10,000 | <input type="checkbox"/> Over \$50,001                          |

18. Check the dollar range that best represents the amount of out-of-pocket expenses incurred by your CHC appointees in 2015.

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> <b>\$0</b> | <input type="checkbox"/> \$550 - \$1,000   | <input type="checkbox"/> \$2,501 - \$5,000  |
| <input type="checkbox"/> \$1 - \$500           | <input type="checkbox"/> \$1,000 - \$2,500 | <input type="checkbox"/> \$5,001 - \$10,000 |

☐ \$10,001 - \$25,000☐ \$ 25,001 - \$50,000☐ Over \$50,001

**Planning CHC Projects/Programs**—State statutes direct CHCs to align planning efforts with Texas' Statewide Preservation Plan. Following questions address CHC planning and work applicable to each Statewide Plan goal.

19. A work plan defines project tasks, participants, time estimates, and a schedule. Check the option that best reflects how often is your CHC work plan updated.

- |  |   |
|--|---|
| <input type="checkbox"/> Our CHC does not have a work plan | <input checked="" type="checkbox"/> <b>Updated annually</b> |
| <input type="checkbox"/> Updated after each CHC meeting    | <input type="checkbox"/> Updated every 2 years              |
| <input type="checkbox"/> Updated every 6 months            | <input type="checkbox"/> Updated every 3 years or more      |

20. Check each of the parties who participates in your CHC planning process.

- |  |   |
|--|---|
| <input type="checkbox"/> Our CHC does not have a plan/planning process | <input type="checkbox"/> County commissioners                             |
| <input checked="" type="checkbox"/> <b>CHC chair</b>                   | <input type="checkbox"/> Other county officials                           |
| <input checked="" type="checkbox"/> <b>CHC officers</b>                | <input type="checkbox"/> Partner organizations                            |
| <input checked="" type="checkbox"/> <b>CHC appointees</b>              | <input type="checkbox"/> City and/or community officials from your county |
| <input type="checkbox"/> County judge                                  |   |

**Goal 1 of the Statewide Preservation Plan for Texas** is to conduct comprehensive surveys of the state's diverse historic and cultural resources resulting in a publicly accessible online database.

**This type of survey is NOT referencing typical county property surveys**—these are cultural and historic resource surveys for above-ground resources (residential and commercial buildings, bridges, etc.) that indicate significance as well as the physical condition of individual resources within a given area. Please distinguish survey work from general inventories that provide basic listings and locations of resources.

21. Check the **ONE statement** that best reflects your county's involvement with survey work. Please reread the survey description above to ensure that you are providing an accurate answer.

- ☐ I am not sure if our county has a historic resources survey
- ☒ **No survey—CHC does not keep inventories of historic properties**
- ☐ No survey—CHC keeps inventories of county historic properties
- ☐ Have initiated survey—CHC volunteers work on survey forms
- ☐ Have initiated survey—CHC volunteers and professional consultants work on survey forms
- ☐ Have initiated survey—Professional consultants hired to complete all survey forms
- ☐ County-wide survey exists—Survey has not been updated in the last 10 years
- ☐ County-wide survey completed—CHCs maintain/update existing volunteer-generated survey
- ☐ County-wide survey completed—CHCs maintain/update volunteer and professionally generated survey
- ☐ County-wide survey completed—CHCs maintain/update professionally generated survey

22. If you have a historic and cultural resources survey, check the formats that apply to your survey.

- ☐ Paper copy
- ☐ Electronic format in Word or similar type of software
- ☐ Electronic format in Excel or similar type of spreadsheet software
- ☐ Electronic format in database software (Microsoft Access, Filemaker, etc.)
- ☐ Survey information available online

Survey work identifies the breadth of historic resource types, significance of each resource, and urgency/need applied to the physical condition of each property. This survey information enables CHCs to compile accurate endangered and demolished lists. These lists help CHCs prioritize work and promote stewardship.

23. Check the box if your CHC keeps track of the specified information.

- ☐ A list of **ENDANGERED** cultural and historic resources in your county
- ☐ A list of cultural and historic resources **DEMOLISHED** in 2015

24. Enter your county name and the names and locations of the ENDANGERED resources in your county—A property is considered endangered if it is under threat of demolition, structurally unstable, in an area of encroachment, etc. Skip this question if your CHC does not keep this information.

n/a

25. Enter your county name and the names and locations of the cultural and historic resources DEMOLISHED in your county in 2015. Skip this question if your CHC doesn't keep this information.

n/a

26. Check the work items in which your CHC was actively involved during 2015.

- ☒ Reviewed applications for historical MARKERS
- ☒ Maintain an inventory of subject MARKERS in your county
- ☒ Periodically assess the condition of subject MARKERS in your county
- ☐ Cleaned or repaired MARKERS
- ☒ Provided an inventory of subject MARKERS for public use (brochure, website posting, etc.)
- ☒ Maintain an inventory of properties that are DESIGNATED by Texas or the Secretary of the Interior as historic (i.e., National Register, Historic Texas Cemetery, Recorded Texas Historic Landmark, or State Archeological Landmark)
- ☒ Periodically assess the condition of properties DESIGNATED by Texas or the Secretary of the Interior as historic
- ☐ Provided an inventory of properties that are DESIGNATED as historic for public use (brochure, website posting, etc.)
- ☒ Maintain an inventory of CEMETERIES in your county
- ☒ Periodically assess the condition of CEMETERIES in your county
- ☒ Cleaned or repaired objects in CEMETERIES
- ☐ Provided an inventory of CEMETERIES for public use (brochure, website posting, etc.)
- ☐ Maintain an inventory of CEMETERY ORGANIZATIONS in your county
- ☐ Compared THC's current inventory of ROSENWALD schools with your county inventory

**Statewide Preservation Plan—Goal 2: Emphasize Cultural Landscapes** encourages Texans to emphasize the identification, protection, and interpretation of cultural landscapes. Considering the environmental context of resources provides a broader understanding of what is required to preserve the story of a place.

27. Check the box next to each work item in which your CHC was actively involved during 2015.

- ☒ Identified and/or researched areas of development within your county that could impact cultural and historic resources
- ☐ Identified and/or researched historic highways, roads, and trails in your county
- ☐ Identified and/or researched historic farms and ranches in your county
- ☐ Identified and/or researched historic bridges and/or bridge types in your county
- ☐ Identified and/or researched waterways, dams, irrigation districts, etc. in your county
- ☐ Identified and/or researched parks and/or open spaces

Comment on other work involving these cultural landscape themes in the box below.

**Certified Local Government Committee held community meetings in Port Neches, Nederland and China to identify and evaluate cultural and historic resources.**

28. Check the box next to each work item in which your CHC was actively involved during 2015.

- ☐ Participated in work that altered your historic county courthouse square
- ☐ Researched or pursued repair for a historic school complex/campus
- ☐ Researched or pursued repair for a public plaza
- ☐ Participated in activities associated with El Camino Real de las Tejas National Historic Trail Association

Comment on work involving these cultural landscapes in the box below.

n/a

29. Provide a list of the different landscapes that were involved in your 2015 body of work.

A sample response to this request would be if Kaufman CHC noted that they pursued funding to maintain and promote interpretation of the Kaufman County Poor Farm.

**Certified Local Government Committee met in 2015 with several community stakeholders outside existing CLG cities of Beaumont and Port Arthur (including Sabine Pass) to begin process of identification / evaluation of cultural and historic resources prior to beginning an historic resource survey in 2016.**

**Goal 3 Statewide Preservation Plan—Goal 3: Implement Policies and Incentives** is pursued when cities, counties, state agencies, federal agencies, and/or tribes implement preservation policies and incentives to effectively protect historic and cultural assets. CHCs can influence these policy decisions and may have a role in the review process applied to these incentives.

30. How familiar is your CHC with the following topics?

The role a CHC can have in a federal Section 106 review  
☐ Not ☐ Minimally ☒ **Somewhat** ☐ Very

The Secretary of the Interior's Standards for the Treatment of Historic Properties  
☐ Not ☒ **Minimally** ☐ Somewhat ☐ Very

The Certified Local Government Program  
☐ Not ☐ Minimally ☒ **Somewhat** ☐ Very

THC's review authority over publicly-owned historic property  
☐ Not ☒ **Minimally** ☐ Somewhat ☐ Very

31. Have you used the listserv and web information provided to familiarize your CHC about the following topics?

The role a CHC can have in a federal Section 106 review  
☐ Have not used information provided by the THC  
     Only CHC chair accessed this information  
☒ **Chair shared information with CHC appointees**  
☐ Used information to improve CHC's understanding and participation

The Secretary of the Interior's Standards for the Treatment of Historic Properties  
☐ Have not used information provided by the THC  
☐ Only CHC chair accessed this information  
☒ **Chair shared information with CHC appointees**  
☐ Used information to improve CHC's understanding and participation

The Certified Local Government Program  
☐ Have not used information provided by the THC  
     Only CHC chair accessed this information  
☒ **Chair shared information with CHC appointees**  
☐ Used information to improve CHC's understanding and participation

THC's review authority over publicly-owned historic property  
☒ **Have not used information provided by the THC**  
☐ Only CHC chair accessed this information  
☐ Chair shared information with CHC appointees  
☐ Used information to improve CHC's understanding and participation

32. Check the box next to each of the comments that apply to your CHC's 2015 body of work.

☒ **CHC participated in community planning activities to ensure historic and cultural resources were considered when development or zoning is discussed by city officials**

☐ CHC uses the Secretary of the Interior's Standards for the Treatment of Historic Properties to determine appropriate repair and new construction when making recommendations for exemptions or incentives

☒ **CHC participated as a consulting party in a federal Section 106 undertaking review**

Tell us more about your CHC's involvement in the areas checked above. Skip if no boxes are checked.

**(1) JCHC Representatives on Beaumont Landmark Commission and Port Arthur Landmark Commission**  
**(3) When JCHC is contacted by the THC for project review under Section 106 of the National Historic Preservation Act of 1966, we review changes on new bridges, pipelines, railroad towers /bridges, roads or miscellaneous towers to see if there will be any adverse effect on history preservation in that area.**

33. Check the box if the statement applies to your CHC.

- ☐ County offers historic tax exemptions/incentives for qualified properties  
☐ CHC has a role in reviewing and/or making recommendations for COUNTY historic site tax exemptions/incentives

If your CHC has a review and/or recommendation role, please enter your county and explain the extent of your review authority for COUNTY historic tax exemptions or incentives.

n/a

**Statewide Preservation Plan—Goal 4: Leverage Economic Development Tools for Preservation—CHCs contribute to Goal 4 if they are involved in activities in which counties and/or communities leverage preservation-based and traditional economic development tools to revitalize historic areas. CHCs can influence community decision makers to take advantage of these tools.**

34. Check the box for each work item in which your CHC was actively involved in 2015.

- ☒ **Promoted historic and cultural sites to develop and sustain heritage tourism initiatives**  
☒ **Supported Main Street Program activities in a community within your county**  
☐ Secured private grant money to fund or partially fund a CHC project  
☐ Secured Certified Local Government grants for CHC projects/training  
☐ Secured other state or federal money to fund/partially fund a CHC project  
☐ Used inventories of surveyed properties to promote rehabilitation through grants and/or tax incentive programs  
☐ Involved in local economic development plans/projects/organizations  
☐ Used hotel/motel tax revenue to fund preservation projects

Tell us a bit more about your CHC's involvement in the areas you have checked above.

**The JCHC included a page on website redesign dedicated to Historic Tourism. The JCHC is a member of Beaumont Main Street.**

35. List the public entities or private organizations that have provided grants or funding opportunities for your preservation projects. Skip this question if it does not apply to your CHC.

n/a

**Statewide Preservation Plan—Goal 5: Learn and Experience History through Place—CHCs contribute to Goal 5 when providing events/activities that enable people to learn and experience the state's diverse history through education, recreation, and everyday interactions with historic places.**

36. Check the box for each work item in which your CHC was actively involved in 2015.

- ☒ **Provided educational events/presentations/information on historic preservation and local history to audiences outside your CHC**  
☒ **Provided educational events/presentations/information on historic preservation and local history geared toward youth/schools**  
☐ Initiated projects to diversify interpretation of historic and cultural resources  
☒ **Participated in a regional preservation or tourism event (Texas Archeology Month event, Preservation Month event, history conference, cultural heritage festival, etc.)**  
☐ Coordinated a regional preservation or tourism event  
☐ Supported activities sponsored by one or more of the Texas Heritage Trails regions  
☒ **Provided tours of a HISTORIC COURTHOUSE in your county**  
☒ **Provided tours of other historic buildings and/or sites within the county**  
☒ **CHC appointees volunteered at a historic site that is open to the public at large**  
☐ CHC managed a historic site that is open to the public at large

37. List events in which your CHC was involved that are associated with boxes checked above. Provide details for selected activities in the Project Description section at the end of this report.

**Tyrrell Historical Library Annual Meeting power point presentation by JCHC member; Memorial Wreath Laying Ceremonies at Dick Dowling Monument, Sabine Pass; Volunteers at Camp Lookinback at John J. French Museum; East Texas Historical Association Fall Meeting, Nacogdoches; East Texas Archeological Conference, Tyler; Historical Archeology Academy, Texas Archeological Stewardship Network Workshop, Liberty County Hands-On Cemetery Workshop; Coordinator gave tours of Historic Courthouse as requested; Magnolia Cemetery Tour, Beaumont; McFaddin Ward House Museum Volunteers, John J. French Trading Post Museum Volunteers, Beaumont Heritage Society Volunteer, Chambers House Museum Volunteers.**

**Statewide Preservation Plan—Goal 6: Connect Preservation to Related Fields—**These efforts build a stronger and more diverse preservation community. Related fields include archeology, anthropology, geography, architecture, conservation, planning, economic development, tourism, education, museums, and genealogy.

38. Partnering is more than just attending meetings of other organizations. Effective partnerships build a stronger and more diverse preservation community.

Check each of the individuals and organizations with which your CHC partnered during 2015.

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> <b>County officials</b>   | <input type="checkbox"/> Local businesses            | <input checked="" type="checkbox"/> <b>Cemetery organizations</b>   |
| <input checked="" type="checkbox"/> <b>City officials</b>   | <input checked="" type="checkbox"/> <b>Libraries</b> | <input checked="" type="checkbox"/> <b>Archeology organizations</b> |
| <input type="checkbox"/> Local law enforcement  | <input checked="" type="checkbox"/> <b>Museums</b>   |   |
| <input checked="" type="checkbox"/> <b>Landmark commissions or local historic design/review boards</b>                                    |  |   |
| <input type="checkbox"/> Educational institutions (school districts, community colleges, universities)                                    |  |   |
| <input checked="" type="checkbox"/> <b>Texas Archeology Stewardship Network (work with the stewards)</b>                                  |  |   |
| <input checked="" type="checkbox"/> <b>Tourism organizations / visitors bureau / chambers of commerce / downtown business association</b> |  |   |
| <input checked="" type="checkbox"/> <b>Main Street managers and/or board members</b>  |  |   |
| <input type="checkbox"/> Texas Heritage Trails Program  |  |   |
| <input checked="" type="checkbox"/> <b>Other nonprofit organizations not already listed above (societies, associations, etc.)</b>         |  |   |
| <input type="checkbox"/> We don't partner with any organizations  |  |   |

39. Check the boxes that reflect your CHC's role with museums.

- ☒ **CHC appointees volunteer with museum/s**  
☒ **CHC operates a museum**  
☐ CHC operates more than one museum  
☐ CHC operates a museum that adheres to professional standards in the care, collection, management, and interpretation of artifacts  
☐ CHC appointees sit on board of a county museum  
☐ CHC is considered to be the board of the county museum  
☐ Our CHC has no role with museums

40. Enter your county name and provide the name and location for each of the museums your CHC operates. Please skip this question if your CHC does not operate museums.

**Jefferson County    Jefferson County Mini Museum located on first floor of the Courthouse.**

41. When considering your overall workload, check the range that applies to your CHC.

- ☐ 0% of CHC time spent on museum related work  
☒ **1-25% of CHC time spent on museum related work**  
☐ 26-50% of CHC time spent on museum related work  
☐ 51-75% of CHC time spent on museum related work  
☐ 76-90% of CHC time spent on museum related work  
☐ 91-100% of CHC time spent on museum related work

**Statewide Preservation Plan—Goal 7: Cultivate Political Commitment—**CHCs should cultivate political commitment for historic preservation on local, regional, state, and national levels. Cultivate commitment to CHC work and preservation by reporting CHC accomplishments to political officials and inviting those officials to CHC activities.

42. Check each way your CHC officially reported 2015 activities to your county officials.

**X Presented/will present summary of 2015 accomplishments to commissioners court in late 2015 / early 2016**

☐ Presented to county commissioners court about a particular project/s

**X Attended county commissioners court regularly**

**X Met with the county judge**

**X Met with county commissioners**

☐ Submitted CHC meeting minutes

**X Submitted a CHC budget**

☐ Submitted CHC treasury reports

**X Submitted CHC bylaws**

**X Provided suggested CHC appointments**

43. Check the elected officials that your CHC regularly invited to events and activities in 2015.

☐ County judge

**X County commissioners**

☐ Mayor/s of cities in your county

☐ City council members from cities within your county

☐ We do not regularly invite elected officials to our events

☐ School board members

☐ Law enforcement officials

☐ State legislators

☐ U.S. legislators

44. Please enter your county name and the names of elected officials who attended one or more of your CHC events in 2015. Skip this question if no elected officials attended your events.

<b>Jefferson County</b>	<b>Commissioner Everette "Bo" Alfred</b>
-------------------------	--

45. Check activities and communications undertaken in 2015 in support of Texas history and preservation.

☐ Attended "county day" events at the Capitol for your county

**X Issued information to the public at large--newsletters, email, press releases, etc.**

**X Submitted articles and/or letters to media outlets**

☐ Invited key decision-makers to celebratory preservation events

**X Worked with preservation nonprofits who advocate for specific projects**

**X Worked with preservation nonprofits who advocate for preservation in general**

☐ Made telephone calls to state legislators

☐ Made telephone calls to federal legislators

**X Wrote letters/email to state legislators**

☐ Wrote letters/email to federal legislators

☐ Had face-to-face discussions with state legislators

☐ Had face-to-face discussions with federal legislators

☐ Provided public testimony at legislative hearings as to the benefits of preservation

☐ Attended Preservation Day at the Capitol in Austin

<p><b>Statewide Preservation Plan for Texas—Goal 8: Build Capacity of Preservation Community</b> encourages existing preservation groups to develop organizational capacity to strengthen and expand their preservation skills. CHCs work toward this goal by seeking continuing education and improving the projects and services provided.</p>
--

46. Check all of the ways in which your CHC tried to improve appointee participation in 2015.

☐ Initiated projects to diversify CHC membership

**X Provided educational presentations for your CHC appointees**

**X Used the THC website information to educate appointees**

☐ Used the CHC Handbook to educate appointees

☐ Hosted a THC-affiliated workshop in 2015

**X Met regionally with other CHCs to share experiences and efforts**

☐ Organized a CHC regional meeting for the purposes of sharing CHC experiences and efforts

47. If you organized a CHC regional meeting in 2015, please indicate:

-- the counties that participated (including your county);

-- topics or themes discussed; and

-- how many times you have met formally as a group over the years.

n/a

48. List workshops that your CHC hosted in 2015, including information on the educational topic.

n/a

49. Reflecting 2015 activity, enter the number of CHC appointees that attended a training offered by the organization listed.

_____ THC regional workshop	<b>3</b>	<b>THC oral history workshop</b>
_____ THC marker workshop	<b>1</b>	<b>THC Archeology Steward training</b>
_____ THC cemetery workshop	_____	Texas Main Street Program
_____ THC/Texas Archeology Month event	_____	THC/Texas Association of Museums
_____ Friends of the THC grant writing workshop	_____	Texas Association of Museums (other than THC partnered training listed above)
_____ Texas Heritage Trails Program	_____	Texas Archeological Society (TAS)
_____ Texas State Historical Association	_____	National Trust for Historic Preservation conference
_____ American Association for State and Local History (AASLH)	_____	Preservation Texas (PT) event
<b>13</b> Local/regional historical association educational opportunity	<b>11</b>	<b>Any other history-related opportunity that was offered locally/regionally</b>

50. Rank the degree to which select THC services have helped your CHC expand their programming.

CHC listserv weekly messages

- ☐ Didn't notice service was offered  
☐ Noticed but didn't take advantage of service  
☐ Did not help us  
☒ **Helped a little**  
☐ Helped a lot

THC website information specific to CHCs

- ☐ Didn't notice service was offered  
☐ Noticed but didn't take advantage of service  
☐ Did not help us  
☐ Helped a little  
☒ **Helped a lot**

General THC website information

- ☐ Didn't notice service was offered  
☐ Noticed but didn't take advantage of service  
☐ Did not help us  
☐ Helped a little  
☒ **Helped a lot**

Historical marker webinars

- ☐ Didn't notice service was offered  
☒ **Noticed but didn't take advantage of service**  
☐ Did not help us  
☐ Helped a little  
☐ Helped a lot

51. Share your thoughts on THC services that have helped your CHC.

**During 2015, our Certified Local Government Committee became committed to preparation for doing a county Cultural and Historic Survey. We were able to go on the THC website and learn what preparation was involved. We were able to download tools, information, and forms concerning such surveys. We were able to learn what contacts at THC that could help us. We were also able to find what counties had completed Cultural and Historic Surveys and who to contact in those counties. Having this information on the THC website was especially beneficial to JCHC members who might be working on this project in the evenings or weekends.**

52. Check the ways in which your CHC made concerted efforts in 2015 to improve work relative to previous years.

- |   |   |
|---|---|
| <input type="checkbox"/> CHC planning<br><input checked="" type="checkbox"/> <b>Bylaws</b><br><input checked="" type="checkbox"/> <b>Membership and attendance</b><br><input checked="" type="checkbox"/> <b>Preservation education for appointees</b><br><input checked="" type="checkbox"/> <b>Partnerships</b><br><input checked="" type="checkbox"/> <b>Community outreach to adults</b><br><input type="checkbox"/> Community outreach to young people | <input checked="" type="checkbox"/> <b>Presence of CHC and/or county history on Internet</b><br><input type="checkbox"/> Relationship with county commissioners court<br><input checked="" type="checkbox"/> <b>Initiated a new CHC project</b><br><input checked="" type="checkbox"/> <b>Improved an ongoing effort</b><br><input type="checkbox"/> Our CHC was not active this year |
|---|---|

### Project Description Instructions

The THC uses completed descriptions to promote CHC work; we only use descriptions that provide the information as requested.

**NOTE:** Those interested in a Distinguished Service Award MUST provide 3 different descriptions—please do not provide the same project description for questions 53, 54, and 55.

Each description should be 4 to 12 sentences in length. Please use complete sentences.

53. Project Description #1 (of 3)—Expand upon your answers to question 52 about improving your CHC during the 2015 year of service.

Describe the efforts made to improve an aspect of your CHC. Include the following:

- your county name
- the specific area of improvement
- why the improvement effort was made
- what actions were taken to make improvements
- the results of those actions

If you were not able to make improvements in 2015, document your challenges and what improvements you'd make if you had the time, manpower, or money required.

**The Jefferson CHC is a functioning commission. Where it is our hope that our members will be active and meet membership requirements (including volunteer hours and meeting attendance), this does not always happen. Each year our Executive Board reviews our bylaws to make sure all membership requirements are being met. This assures us that our members are not in name only but are actively working to preserve and promote the history of Jefferson County.**

**The Jefferson CHC had a productive year working with our local partners in history preservation. A number of our members served as volunteers or boards members of museums and historical societies and also the Ben Rogers Regional Visitors Center and the Port Arthur Convention and Visitors Bureau.**

**Working closely with McFaddin-Ward House Museum personnel, using research compiled by our Cemetery Committee, and with the guidance of JCHC member / director of the Magnolia Cemetery in Beaumont, the JCHC held its second annual Magnolia Cemetery Tour. It was such a success, we hope to branch out to another cemetery in the near future.**

54. Project Description #2 (of 3)—Share a project, effort, or service that shows the best of how your CHC interacts with the public. Please include your county name in the answer.

Project, effort, or service must adhere to the following requirements:

- its primary association is with history/preservation
- it has broad CHC appointee support (rather than the participation of only 1 or 2 people)
- is an ongoing effort or one that was completed in 2015

**The Jefferson CHC Certified Local Government Committee became very active during 2015 in laying the foundation for applying for a Cultural and Historical Resource Survey grant. The CLG Committee met in three areas of the County for interaction with local citizens who are familiar with old / forgotten stories / histories of their area.**

**We met in Nederland with the Nederland Historical Society and local interested citizens. In Port Neches, we met at the Port Neches Library to learn more of their recorded history and met neighbors from that area. One of our County Commissioners opened his precinct service center to allow us a location to meet with citizens from outlay areas. Because of that meeting, we received contact information for other people who have helpful information to share.**

We met the son of the man who wrote a book about the China, Texas area that include some little know African-American history. We learned of and visited a private museum that contains a wealth of information collected by a man in that area. He also shared stories his mother had passed down about the Prisoner of War camp located in that area during the 1940s. Since that meeting, we have been contacted by a retired citizen who has done extensive research on post offices and schools in the LaBelle and Hamshire areas.

Because of these meetings, not only were we able to learn more about our county history but we were able to bond with citizens excited that “their story was going to be told.”

A number of our JCHC members not on the CLG Committee also volunteered to help with gathering information in areas of the County not mentioned above.

55. Project Description #3 (of 3)—Expand upon your CHC's contribution to heritage tourism efforts in your region. Refer to question 36 for heritage tourism examples.

Highlight your most effective heritage tourism effort in 2015:

- your county name
- describe event and your role in it
- partners and community involvement in planning and/or implementation
- impact of the event (attendance, participation, profit, etc.)

In 2014, the Jefferson CHC began a long-overdue reorganization of the Jefferson County Historical Commission website. A website committee was formed and research was shared among JCHC members. By the end of 2015, the re-organization was ninety percent complete.

Special areas on the website included the Jefferson County Courthouse, Jefferson County History, Certified Local Government, JCHC Library, Online Resources, JCHC Members (which include JCHC Agendas and Meeting Minutes) and Historic Tourism. Because of this reorganization and being easily accessible through the Jefferson County TX webpage, the JCHC has received contacts from people all over the county, state and nation with requests or offering family information. Because of the information available on the Courthouse, we have had people drop in for tours or to use our library.

Two of our JCHC appointees are associated with the Ben Rogers Regional Visitors Center, one is a five-day-a-week volunteer and one is employed there. They are able to answer questions about museums and give directions (and brochures) of historic places to visit.

#### CHC Comments for the THC

56. If you'd like, share information not already submitted in this report. Feel free to comment on specific preservation issues in your county (successes and/or challenges).

n/a

\*\*\*\*\* End of Report.

Please go back through the report and check your report for accuracy. When done, send a copy of completed survey to the Texas Historical Commission.

If possible, please email a copy of this document to our [office—amy.hammons@thc.state.tx.us](mailto:amy.hammons@thc.state.tx.us).

If you cannot email a copy, mail a copy of the report—Attn: Amy Hammons, Texas Historical Commission, PO Box 12276, Austin, TX, 78711.

Contact Amy Hammons ([amy.hammons@thc.state.tx.us](mailto:amy.hammons@thc.state.tx.us) or 512.475.2692) with questions about this report.

We appreciate that you have taken the time to fulfill this statutory reporting responsibility and to share what your CHC has accomplished in 2015. Thank you for your time and service! Thank you for your time.

# JEFFERSON COUNTY HISTORICAL COMMISSION

## BYLAWS

### ARTICLE I: NAME

The name of this organization shall be the Jefferson County Historical Commission in accordance with Texas Local Government Code, Chapter 318.

### ARTICLE II: PURPOSE

**Section 1.** The purpose of the Jefferson County Historical Commission (hereinafter called the "JCHC") shall be to preserve and promote history within the County, and to that end shall:

- A. conduct continuing programs of historical marker recommendations and placements in accordance with the Texas Historical Commission requirements;
- B. make recommendations to the County Commissioners Court for property acquisition, real or personal, which is of historical significance;
- C. accept and curate, whenever feasible, artifacts and other items in the name of the JCHC for Jefferson County;
- D. cooperate with local museums in establishing programs and exhibits of historical interest;
- E. establish working relationships with area historical societies; and,
- F. support, whenever possible, the programs of the Texas Historical Commission.

- Section 2.** Historical markers placed on private property will be paid for, whenever feasible, by the property owners or other interested citizens; however, all marker transactions (script approval, etc.) must be conducted through and with the approval of the JCHC.

### **ARTICLE III: MEMBERSHIP**

- Section 1.** Eligibility. Any adult resident of Jefferson County recommended by the JCHC or the County Commissioners Court shall be eligible for membership.
- Section 2.** Number of Members. The JCHC shall consist of not less than seven (7) residents of the County, and each precinct within the County shall be represented by at least one (1) member.
- Section 3.** Term. Members shall be appointed by the Jefferson County Commissioners Court for two-year terms beginning on January 1 of odd numbered years. All members in good standing shall be eligible for reappointment.
- Section 4.** Texas Historical Foundation and Preservation Texas. In that the Texas Historical Foundation and Preservation Texas are supportive organizations of the Texas Historical Commission, it is recommended that the JCHC become a member of these two organizations.
- Section 5.** Resignation. Resignation from the JCHC may be accepted after the letter of resignation has been read into the official minutes by either the Chair or the Secretary.
- Section 6.** Volunteer Hours – Each member is required to submit at least 50 hours of volunteer service each calendar year. The service includes any JCHC meeting, project, conference, travel to and from JCHC events, and any historical research that preserves or promotes Jefferson County history.
- Section 7.** Members must attend at a minimum of two (2) meetings annually unless exempted by the Executive Board. Failure to do so may subject member removal from the Commission.

## **ARTICLE IV: OFFICERS.**

- Section 1.** Enumeration, Election and Term. The officers of JCHC shall be Chair, First Vice-Chair, Second Vice-Chair, Secretary / Treasurer, and immediate Past Chair. These officers shall be elected by a majority vote of the members present at the Annual Meeting. Their terms shall be for two years, and they may serve for no more than two consecutive terms unless approved by a majority vote of members present at the Annual Meeting.
- Section 2.** Chair. The Chair shall be the Executive Officer for the JCHC. The Chair's responsibility shall be to call the regular meetings and preside at those meetings; appoint standing committees, task forces, and their chairs; report annually to the County Commissioners Court on the activity and progress of the JCHC; and serve on or designate a representative for any boards, commissions, or committees as requested and deemed appropriate by the JCHC. The Chair shall have the usual powers of supervision and management as may pertain to the office or be designated by the members of the JCHC, and shall work in conjunction with the Coordinator to carry out these duties.
- Section 3.** First Vice-Chair. The First Vice-Chair shall preside at the meetings in the absence of the Chair. The First Vice-Chair shall possess all the duties and responsibilities of the Chair in the event the normal activity of the Chair would be curtailed. The First Vice-Chair, in conjunction with the JCHC Coordinator, shall plan all JCHC programs, secure locations, and make any necessary arrangements.
- Section 4.** Second Vice-Chair. The Second Vice-Chair shall preside at the meetings in the absence of the Chair and First Vice-Chair. The Second Vice-Chair shall possess all the duties and responsibilities of the Chair and First Vice-Chair in the event the normal activity of the Chair and First Vice-Chair would be curtailed. The Second Vice-Chair, in conjunction with the JCHC Coordinator, shall plan all JCHC programs, secure locations, and make any necessary arrangements.
- Section 5.** Secretary / Treasurer. This position shall be filled by the JCHC Coordinator. As an employee of the County, and approved by

Commissioners Court, this person is the sole individual to handle all financial matters of the JCHC, with consideration to suggestions by the JCHC. Duties consist of recording the minutes of all meetings, co-sign with the Chair any contracts or instruments designated by the JCHC, presenting accurate accounting of all JCHC funds at all regular and Annual Meetings, prepare a yearly budget to be presented to Commissioners Court for approval and perform other duties as normally pertain to the office.

- Section 6.** Executive Board. The Executive Board shall be composed of the Chair, First Vice-Chair, Second Vice-Chair, Secretary / Treasurer, and immediate Past Chair, and shall be authorized to transact business between meetings of the JCHC. The Executive Board shall meet at the call of the Chair.
- Section 7.** Nominations and Election Procedure. Nominations for these offices shall be made and presented in writing to the general membership two weeks prior to the Annual Meeting at which officers are elected. Nominations may also be accepted from the floor from any voting member with the consent of the nominee. Election shall be by written ballot unless there is only one candidate and a motion is made to elect by acclamation. A simple majority vote of those present qualified to vote and voting shall constitute election. Proxy or absentee voting will not be allowed in officer elections.
- Section 8.** Resignation and Vacancy. An officer may resign the office while not necessarily resigning membership in JCHC by submitting a letter to the JCHC which shall be read into the official minutes. Vacancies occurring in any office other than the Chair shall be filled for the remainder of the term as the JCHC deems, either by authorizing the Chair to appoint or by electing a substitute at the regular meeting following the resignation.

## **ARTICLE V: FINANCIAL ADMINISTRATION.**

- Section 1.** Fiscal and Budget Reports. The Fiscal and Budget report of the JCHC shall be presented in writing to the Jefferson County Auditor by the JCHC Secretary/Treasurer in time for the Budget Hearings of Commissioners Court. The Budget shall be prepared with assistance of the Chair.
- Section 2.** Budget. The County approved budget for the ensuing year shall be

included in the Annual Report when given in January to Commissioner Court.

## **ARTICLE VI: MEETINGS**

- Section 1.** Regular Meetings. There shall be a minimum of six (6) regular meetings per calendar year for the general membership as specified by the Texas Historical Commission. Additional meetings will be held at such time as the Executive Board advises. Notification of all meetings, including Marker Dedications, shall be by mail or email.
- Section 2.** Annual Meeting. The Annual Meeting shall be held in November of each calendar year. The specific date, time and place shall be set according the JCHC recommendations. Business for the Annual Meeting shall include:
- A. election of officers (every two (2) years);
  - B. reappointment of current members, or appointment of new members (every two (2) years);
  - C. recommendation of programs for the ensuing year;
  - D. suggestions for activities; and,
  - E. other business as deemed necessary by the JCHC Chair.
- Section 3.** Quorum. A quorum of at least five (5) members shall be required for the transaction of business at any meeting of the JCHC. Meetings of the Executive Board do not require a quorum.
- Section 4.** Parliamentary Procedure. Parliamentary procedure shall be according to "Robert's Rules of Order".
- Section 5.** Special Meetings. The Chair may call special meetings as necessary to conduct business between regular meetings.

## ARTICLE VII: COMMITTEES AND TASK FORCES

**Section 1.** Chair. The Chair of the JCHC shall appoint a Chair for each of the standing committees and task forces, as needed. The Chairs for the committees shall serve the same two-year term as the JCHC officers.

**Section 2.** Standing Committees. In accordance with the recommendations of the Texas Historical Commission, these committees shall be constant and ongoing. All Committees shall serve for two (2) year terms.

- A. Historical Preservation - acquisition, preservation, storage and display of historical papers, records and documents; establishing, improving, enlarging and/or supporting an historical museum; writing or updating county history; encourage the work of entities engaged in the work of preservation of historic buildings and sites; and reprinting scarce historical material, publications and pictures.
- B. Historical Markers and Research - study, survey and review subjects and sites for possible marking; prepare and submit appropriate applications; update marker lists; and secure locations and obtain permission for erecting markers.
- C. History Appreciation – publicize Commission work; cooperate with history and visitor-related committees; sponsor historical tours, dedications, commemorations, and observances; provide advice and direction on citizens' interest; and serve as liaison resources between JCHC and other county and state historical commissions seeking advice, assistance, support or sponsorship for observations, projects, etc.
- D. Archeology Committee – Undertake activities that promote the preservation of archeological resources.
- E. Cemetery Committee – Pursue Historic Texas Cemetery designations for cemeteries in county, and promote cemetery surveys, clean-up days and other similar activities.
- F. Courthouse and Sub-Courthouse Oversight Committees – Responsible

for seeing architectural integrity of County Courthouse and Sub-Courthouse is maintained by on-site visits to examine buildings, evaluate suggested changes to buildings, and work as a liaison between County and the Texas Historical Commission.

G. Certified Local Government – Responsible for coordinating all JCHC activities with the Texas Historical Commission in compliance with all Federal and State laws and regulations pertaining to the Texas Certified Local Government program. This committee may be referred to as “CLG Committee”.

1. The CLG Committee Leader shall be either the JCHC Chair or a JCHC member appointed by the JCHC Chair as provided in Article VII Section 1 of these by-laws.
2. The CLG Committee shall consist of at least five (5) members and members shall reside in Jefferson County.
3. CLG Committee members shall serve a term of two (2) years or such lesser term for which they may be elected in accordance with these by-laws.
4. A CLG Committee member may not serve more than eight (8) consecutive years, but shall be eligible for re-election after an absence of one (1) or more years.
5. The CLG Committee shall serve as a Review Board with the following specific responsibilities:
  - a. To establish, oversee, and implement a procedure or system for inventorying, surveying, evaluating, registering, documenting, and protecting individual properties and districts of historic significance in Jefferson county in accordance with the National Register Criteria and consistent with statewide preservation planning processes.
  - b. To maintain and to periodically review the inventory of surveyed historic properties and districts located in

Jefferson County for updates or amendments.

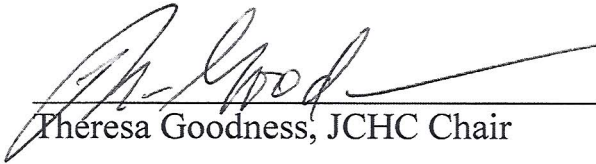
- c. To monitor and report to the Texas Historical Commission any actions affecting the Jefferson County Courthouse, State Archeological Landmarks, individual properties and districts listed in the National Register of Historic Places or locally designated properties in Jefferson County.
- d. To ensure that all JCHC activities shall adhere to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.
- e. To seek eligible projects and administer those that are funded through the Texas CLG programs such as surveys, National Register nominations, publications, workshops, etc., for the education and benefit of the JCHC and the county.

**Section 3.** Special Committees or Task Forces. The Chair of the JCHC may appoint a Chair and members of special committees that will serve to accomplish a specific goal or project. The committee will be terminated at the completion of the goal or project unless otherwise directed by the JCHC.

**Section 4.** An Advisory Council shall be appointed by the Chair of the JCHC, and membership shall be at the recommendation of any member of the Executive Committee of the JCHC. The sole duty of the Advisory Council is to provide support and advice to the JCHC, and serve as a liaison resource between the JCHC and individuals or organizations seeking advice, assistance, support or sponsorship for historical projects and programs. The Advisory Committee members are not eligible to vote on JCHC business matters.

These Bylaws may be amended by two-thirds (2/3) vote of the qualified members present and voting at any regular meeting provided the amendments were submitted in writing to the general membership two weeks prior to the said meeting.

**Adopted by the membership of the Jefferson County Historical  
Commission**

  
Theresa Goodness, JCHC Chair

Date: *May 27, 2015*

  
Linda McMahan, JCHC Secretary

Date: *May 27, 2015*

**Approved by the Jefferson County Commissioners Court**

\_\_\_\_\_  
February 8, 2016  
Date

Jeff Branick, County Judge \_\_\_\_\_

Eddie Arnold, County Commissioner, Pct. 1 \_\_\_\_\_

Brent Weaver, County Commissioner, Pct. 2 \_\_\_\_\_

Michael Sinegal, County Commissioner, Pct. 3 \_\_\_\_\_

Everette "Bo" Alfred, County Commissioner, Pct. 4 \_\_\_\_\_



RECEIVED FEB - 3 2016

**JEFFERSON COUNTY**  
Historical Commission

Theresa Goodness  
Chair

Linda McMahan  
Secretary/Treasurer and Coordinator

Ron Ellington  
Past Chairman

Leslie McMahan  
1<sup>st</sup> Vice-Chairman

Paul Prosperie  
2nd Vice-Chairman

Honorable Jeff Branick  
County Judge  
Hand Delivered

RE: AGENDA ITEMS FOR COMMISSIONER'S COURT MEETING ON 2/8/2016

Dear Judge Branick:

Please place the following items on the Court's agenda for the February 8, 2016, meeting:

- a. Consider and possibly approve revised appointments to the Jefferson County Historical Commission for 2016.
- b. Consider and possibly approve, receive and file the Jefferson County Historical Commission's Annual Report for 2015.
- c. Receive and file amended bylaws for the Jefferson County Historical Commission.

Sincerely,

A handwritten signature in cursive script, appearing to read "Theresa Goodness", followed by a horizontal line.

Theresa Goodness  
Chairman  
Jefferson County Historical Commission

## Jefferson County Historical Commission 2016 Appointees

Sarah	Bellian	Active	700 Procter Street, Port Arthur 77640
Bill	Cummings	Active	10882 Farm Road 421, Kountze, TX 77625
Jessie	Davis	Active	5055 I-10 South, Beaumont TX 77705
Theresa	Goodness	Active	985 19th Street, Beaumont TX 77706
Bruce	Hamilton	Active	8641 Winzer, Beaumont TX 77705
Brenda	Jackson	Active	5075 Oakmont Drive, Beaumont TX 77706
Steven	Lewis	Active	540 Campus Street, Beaumont TX 77705
Mike	McGreevy	Active	9270 Shepherd Drive, Beaumont, TX 77707
Les	McMahan	Active	8031 Chimney Rock, Port Arthur 77642
Linda	McMahan	Active	1149 Pearl Street – Third Floor Beaumont, TX 77701
Paul	Prosperie	Active	P. O. Box 2078, Nederland, TX 77627
Don	Smart	Active	P.O. Box 591 Hardin, TX 77561
Jimmy	Sparks	Active	2291 Pine Street, Beaumont TX 77704

**2015 CHC ANNUAL REPORT—submit completed report to THC by February 29, 2016**

Direct questions about reporting to Amy Hammons, call 512/475-2692 or email amy.hammons@thc.state.tx.us.

**General Information**

1. Name of your county	<u>Jefferson</u>
Name of 2015 CHC chair	<u>Theresa Goodness</u>
Name of 2015 CHC co-chair (if 2 chairs) --Vice-presidents are NOT considered co-chairs	<u>Les McMahan (1<sup>st</sup> Vice-Chair), Paul Prosperie (2<sup>nd</sup> Vice-Chair)</u>
Name of <b>2016</b> CHC chair--comment if new chair not selected to date	<u>Theresa Goodness</u>
Name of <b>2016</b> CHC co-chair (if 2 chairs) --Vice-presidents are NOT considered co-chairs	<u>Les McMahan (1<sup>st</sup> Vice-Chair), Paul Prosperie (2<sup>nd</sup> Vice-Chair)</u>
3. Enter information if you have an official space, room, or building; please DO NOT ENTER a personal address or phone number.	
Address of CHC office	<u>1149 Pearl Street, Third Floor Beaumont, TX 77701</u>
Telephone number of CHC office	<u>409 835 8701</u>
4. We will direct inquiries about reporting answers to the person who fills out this report unless you direct us otherwise. Enter contact information as requested--name, email address, and phone number.	
Contact info for person filling out report	<u>Chair Theresa Goodness / Linda McMahan, Coordinator histcomm@co.jefferson.tx.us 409 835 8701</u>
Person to whom we direct questions about reporting answers (if other than person filling out report)	<u>n/a</u>

**CHC Volunteer Hours**--Please provide hours for your appointees and any other volunteers that may contribute to CHC projects and programs. Include time spent at meetings, events, and travel to/from meetings and events.

5. How many volunteer hours were contributed to CHC meetings, projects, and programs in 2015?  
If you do not track hours, enter an approximate number. Enter the number "0" if your CHC is inactive.

Number of volunteer hours 2,978 Hours

6. Provide the number of individuals who served as CHC appointees in 2015.

Number of CHC appointees 18

7. Provide any comments/clarifications about the volunteer hours you entered above. Please skip this question if you have no comments/clarifications. n/a

**CHC Meetings and Appointee Participation**

8. Indicate the number of CHC meetings held in 2015. Enter the number "0" in both boxes, if your CHC was inactive in 2015, i.e., did not provide services to the county.

CHC full commission meetings in 2015 7

CHC committee meetings in 2015 8

9. A majority of all individuals appointed to a CHC must be present to constitute a QUORUM. Check the box next to the percentage that best reflects how often a QUORUM was present for your full commission meetings in 2015.

- ☐ Our CHC did not meet in 2015  
☐ 0% of full commission meetings made quorum  
☐ 1-25% of full commission meetings made quorum  
☐ 26-50% of full commission meetings made quorum  
☐ 51-75% of full commission meetings made quorum  
☒ **76-99% of full commission meetings made quorum**  
☐ 100% of full commission meetings made quorum

**Open Meetings/Records** training is offered on the Texas Attorney General's website. THC recommends that all appointees take this training so that each CHC adheres to existing laws/ policies concerning appointed roles.

10. Check percentage that best reflects the number of appointees who have completed Open Meetings training.

- ☐ 0% of our CHC appointees have taken Open Meetings training  
☒ **1-25% our CHC of appointees have taken Open Meetings training**  
☐ 51-75% our CHC of appointees have taken Open Meetings training  
☐ 76-99% our CHC of appointees have taken Open Meetings training  
☐ 100% our CHC of appointees have taken Open Meetings training

**CHC Financial Information**—Provide the following information to the best of your ability, so that our agency, other CHCs, and county governments gain a better understanding of the statewide financial investment in CHCs.

11. Which serves as the repository for CHC money? Check each answer that applies to your CHC.

- ☒ **County treasury**  
☐ Private bank account  
☐ Not sure how CHC money is accounted for  
☐ Nonprofit partner  
☐ No public or private accounts

12. Enter the amount of money provided to your CHC next to each line item. Please round down/up to the nearest dollar when necessary. Enter the number "0" if no monies are associated with the line item.

Balance carried over from 2014: 0

Annual county allocation for 2015 (not including money for museums): \$12,850

County money allotted for museums in 2015: 0

Any other money issued by county during 2015 (one-time amount for special projects, etc.): 0

CHC fundraising proceeds (events, book sales, etc.) during 2015: 0

Grant money provided to CHC in 2015: 0

Partner/nonprofit money donations made in 2015: 0

"Membership" dues (though not recommended, some CHCs do request dues): 0

Any other money amounts for 2015 not already included above; do not include CHC appointee out-of-pocket expenses, which will be requested later in the report: 0

13. Provide any clarifications about above amounts; skip question if you have no comments.

n/a

14. If your county employs an individual as a CHC liaison or as some other support position, please let us know if his/her salary comes out of the CHC county allocation or from some other budgetary line item. Also, let us know what responsibilities have been assigned to this individual.

**Jefferson CHC Coordinator – 32 hours part-time, no benefits except County Retirement. Salary separate budgetary line item. Responsibilities: preparation of yearly budget presented to Commissions Court, responsible for all monies spent, liaison between Cities, County, Texas Historical Commission & Jefferson CHC. In addition to routine office duties, Coordinator included in discussion of restoration /**

renovation of Courthouse, gives tours, contact with state, regional & local preservation organizations, takes part in all JCHC meetings, Executive Board and Committee meetings.

15. Check each of the IN-KIND DONATIONS that was given to your CHC in 2015 by your COUNTY (county government). IN-KIND donations are goods and/or services provided to your organization at no charge.

- ☐ We do not receive in-kind donations from our county. **NOTE:** if you check this box, then no other boxes will be checked for this question.
- ☒ **Meeting and/or office space for CHC**
  - ☒ **Space for a CHC-operated museum**
  - ☒ **Space for a CHC-sponsored exhibit (history, projects, photographs, etc.)**
  - ☒ **Space for archive or records storage**
  - ☒ **Utilities associated with any spaces mentioned above**
  - ☒ **Exterior maintenance or heavy equipment**
  - ☒ **Project/event supplies and/or equipment**
  - ☒ **Administrative supplies or services--postage, paper, ink, copier, etc.**
  - ☒ **Assistance from county staff--posting meetings, financial reports, legal consultations, etc.**
  - ☒ **County liaison whose job description involves providing services to CHC**
  - ☒ **Professional expertise of county staff (for any subject/need)**
  - ☒ **Computer hardware or software**
  - ☒ **Internet access**
  - ☒ **Web hosting on county website**

16. Check each of the IN-KIND DONATIONS that was given to your CHC in 2015 by individuals or organizations (other than your COUNTY). Include in-kind donations made by CHC appointees.

We do not receive in-kind donations from non-county entities. **NOTE:** if you check this box, then no other ☐ boxes will be checked for this question.

- ☒ **Meeting and/or office space for CHC**
- ☐ Space for a CHC-operated museum
- ☐ Space for a CHC-sponsored exhibit (history, projects, photographs, etc.)
- ☐ Space for archive or records storage
- ☒ **Utilities associated with any spaces mentioned above**
- ☐ Exterior maintenance or heavy equipment
- ☐ Project/event supplies and/or equipment
- ☐ Administrative supplies or services--postage, paper, ink, copier, etc.
- ☐ Computer hardware or software
- ☐ Internet access
- ☐ Web hosting on partner website
- ☐ Marketing/graphic design/creative professional services
- ☐ Architectural professional services
- ☐ Preservation consulting professional services
- ☐ Professional services of a historian
- ☐ Professional services of an archeologist
- ☐ Any other professional service or advice

Provide the following estimates to the best of your ability. Don't feel anxious or spend extra time to determine exact amounts; this is just an exercise to help CHCs keep in mind in-kind investments that are often overlooked.

17. Considering the IN-KIND answers checked in the previous questions, check the dollar range that best represents the amount of in-kind services and donations provided to your CHC.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> \$0             | <input type="checkbox"/> \$1,000 - \$2,500  | <input type="checkbox"/> \$10,001 - \$25,000                    |
| <input type="checkbox"/> \$1 - \$500     | <input type="checkbox"/> \$2,501 - \$5,000  | <input checked="" type="checkbox"/> <b>\$ 25,001 - \$50,000</b> |
| <input type="checkbox"/> \$550 - \$1,000 | <input type="checkbox"/> \$5,001 - \$10,000 | <input type="checkbox"/> Over \$50,001                          |

18. Check the dollar range that best represents the amount of out-of-pocket expenses incurred by your CHC appointees in 2015.

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> <b>\$0</b> | <input type="checkbox"/> \$550 - \$1,000   | <input type="checkbox"/> \$2,501 - \$5,000  |
| <input type="checkbox"/> \$1 - \$500           | <input type="checkbox"/> \$1,000 - \$2,500 | <input type="checkbox"/> \$5,001 - \$10,000 |

☐ \$10,001 - \$25,000☐ \$ 25,001 - \$50,000☐ Over \$50,001

**Planning CHC Projects/Programs**—State statutes direct CHCs to align planning efforts with Texas' Statewide Preservation Plan. Following questions address CHC planning and work applicable to each Statewide Plan goal.

19. A work plan defines project tasks, participants, time estimates, and a schedule. Check the option that best reflects how often is your CHC work plan updated.

- |  |   |
|--|---|
| <input type="checkbox"/> Our CHC does not have a work plan | <input checked="" type="checkbox"/> <b>Updated annually</b> |
| <input type="checkbox"/> Updated after each CHC meeting    | <input type="checkbox"/> Updated every 2 years              |
| <input type="checkbox"/> Updated every 6 months            | <input type="checkbox"/> Updated every 3 years or more      |

20. Check each of the parties who participates in your CHC planning process.

- |  |   |
|--|---|
| <input type="checkbox"/> Our CHC does not have a plan/planning process | <input type="checkbox"/> County commissioners                             |
| <input checked="" type="checkbox"/> <b>CHC chair</b>                   | <input type="checkbox"/> Other county officials                           |
| <input checked="" type="checkbox"/> <b>CHC officers</b>                | <input type="checkbox"/> Partner organizations                            |
| <input checked="" type="checkbox"/> <b>CHC appointees</b>              | <input type="checkbox"/> City and/or community officials from your county |
| <input type="checkbox"/> County judge                                  |   |

**Goal 1 of the Statewide Preservation Plan for Texas** is to conduct comprehensive surveys of the state's diverse historic and cultural resources resulting in a publicly accessible online database.

**This type of survey is NOT referencing typical county property surveys**—these are cultural and historic resource surveys for above-ground resources (residential and commercial buildings, bridges, etc.) that indicate significance as well as the physical condition of individual resources within a given area. Please distinguish survey work from general inventories that provide basic listings and locations of resources.

21. Check the **ONE statement** that best reflects your county's involvement with survey work. Please reread the survey description above to ensure that you are providing an accurate answer.

- ☐ I am not sure if our county has a historic resources survey
- ☒ **No survey—CHC does not keep inventories of historic properties**
- ☐ No survey—CHC keeps inventories of county historic properties
- ☐ Have initiated survey—CHC volunteers work on survey forms
- ☐ Have initiated survey—CHC volunteers and professional consultants work on survey forms
- ☐ Have initiated survey—Professional consultants hired to complete all survey forms
- ☐ County-wide survey exists—Survey has not been updated in the last 10 years
- ☐ County-wide survey completed—CHCs maintain/update existing volunteer-generated survey
- ☐ County-wide survey completed—CHCs maintain/update volunteer and professionally generated survey
- ☐ County-wide survey completed—CHCs maintain/update professionally generated survey

22. If you have a historic and cultural resources survey, check the formats that apply to your survey.

- ☐ Paper copy
- ☐ Electronic format in Word or similar type of software
- ☐ Electronic format in Excel or similar type of spreadsheet software
- ☐ Electronic format in database software (Microsoft Access, Filemaker, etc.)
- ☐ Survey information available online

Survey work identifies the breadth of historic resource types, significance of each resource, and urgency/need applied to the physical condition of each property. This survey information enables CHCs to compile accurate endangered and demolished lists. These lists help CHCs prioritize work and promote stewardship.

23. Check the box if your CHC keeps track of the specified information.

- ☐ A list of **ENDANGERED** cultural and historic resources in your county
- ☐ A list of cultural and historic resources **DEMOLISHED** in 2015

24. Enter your county name and the names and locations of the ENDANGERED resources in your county—A property is considered endangered if it is under threat of demolition, structurally unstable, in an area of encroachment, etc. Skip this question if your CHC does not keep this information.

n/a

25. Enter your county name and the names and locations of the cultural and historic resources DEMOLISHED in your county in 2015. Skip this question if your CHC doesn't keep this information.

n/a

26. Check the work items in which your CHC was actively involved during 2015.

- ☒ Reviewed applications for historical MARKERS
- ☒ Maintain an inventory of subject MARKERS in your county
- ☒ Periodically assess the condition of subject MARKERS in your county
- ☐ Cleaned or repaired MARKERS
- ☒ Provided an inventory of subject MARKERS for public use (brochure, website posting, etc.)
- ☒ Maintain an inventory of properties that are DESIGNATED by Texas or the Secretary of the Interior as historic (i.e., National Register, Historic Texas Cemetery, Recorded Texas Historic Landmark, or State Archeological Landmark)
- ☒ Periodically assess the condition of properties DESIGNATED by Texas or the Secretary of the Interior as historic
- ☐ Provided an inventory of properties that are DESIGNATED as historic for public use (brochure, website posting, etc.)
- ☒ Maintain an inventory of CEMETERIES in your county
- ☒ Periodically assess the condition of CEMETERIES in your county
- ☒ Cleaned or repaired objects in CEMETERIES
- ☐ Provided an inventory of CEMETERIES for public use (brochure, website posting, etc.)
- ☐ Maintain an inventory of CEMETERY ORGANIZATIONS in your county
- ☐ Compared THC's current inventory of ROSENWALD schools with your county inventory

**Statewide Preservation Plan—Goal 2: Emphasize Cultural Landscapes** encourages Texans to emphasize the identification, protection, and interpretation of cultural landscapes. Considering the environmental context of resources provides a broader understanding of what is required to preserve the story of a place.

27. Check the box next to each work item in which your CHC was actively involved during 2015.

- ☒ Identified and/or researched areas of development within your county that could impact cultural and historic resources
- ☐ Identified and/or researched historic highways, roads, and trails in your county
- ☐ Identified and/or researched historic farms and ranches in your county
- ☐ Identified and/or researched historic bridges and/or bridge types in your county
- ☐ Identified and/or researched waterways, dams, irrigation districts, etc. in your county
- ☐ Identified and/or researched parks and/or open spaces

Comment on other work involving these cultural landscape themes in the box below.

**Certified Local Government Committee held community meetings in Port Neches, Nederland and China to identify and evaluate cultural and historic resources.**

28. Check the box next to each work item in which your CHC was actively involved during 2015.

- ☐ Participated in work that altered your historic county courthouse square
- ☐ Researched or pursued repair for a historic school complex/campus
- ☐ Researched or pursued repair for a public plaza
- ☐ Participated in activities associated with El Camino Real de las Tejas National Historic Trail Association

Comment on work involving these cultural landscapes in the box below.

n/a

29. Provide a list of the different landscapes that were involved in your 2015 body of work.

A sample response to this request would be if Kaufman CHC noted that they pursued funding to maintain and promote interpretation of the Kaufman County Poor Farm.

**Certified Local Government Committee met in 2015 with several community stakeholders outside existing CLG cities of Beaumont and Port Arthur (including Sabine Pass) to begin process of identification / evaluation of cultural and historic resources prior to beginning an historic resource survey in 2016.**

**Goal 3 Statewide Preservation Plan—Goal 3: Implement Policies and Incentives** is pursued when cities, counties, state agencies, federal agencies, and/or tribes implement preservation policies and incentives to effectively protect historic and cultural assets. CHCs can influence these policy decisions and may have a role in the review process applied to these incentives.

30. How familiar is your CHC with the following topics?

The role a CHC can have in a federal Section 106 review  
☐ Not ☐ Minimally ☒ **Somewhat** ☐ Very

The Secretary of the Interior's Standards for the Treatment of Historic Properties  
☐ Not ☒ **Minimally** ☐ Somewhat ☐ Very

The Certified Local Government Program  
☐ Not ☐ Minimally ☒ **Somewhat** ☐ Very

THC's review authority over publicly-owned historic property  
☐ Not ☒ **Minimally** ☐ Somewhat ☐ Very

31. Have you used the listserv and web information provided to familiarize your CHC about the following topics?

The role a CHC can have in a federal Section 106 review  
☐ Have not used information provided by the THC  
     Only CHC chair accessed this information  
☒ **Chair shared information with CHC appointees**  
☐ Used information to improve CHC's understanding and participation

The Secretary of the Interior's Standards for the Treatment of Historic Properties  
☐ Have not used information provided by the THC  
☐ Only CHC chair accessed this information  
☒ **Chair shared information with CHC appointees**  
☐ Used information to improve CHC's understanding and participation

The Certified Local Government Program  
☐ Have not used information provided by the THC  
     Only CHC chair accessed this information  
☒ **Chair shared information with CHC appointees**  
☐ Used information to improve CHC's understanding and participation

THC's review authority over publicly-owned historic property  
☒ **Have not used information provided by the THC**  
☐ Only CHC chair accessed this information  
☐ Chair shared information with CHC appointees  
☐ Used information to improve CHC's understanding and participation

32. Check the box next to each of the comments that apply to your CHC's 2015 body of work.

☒ **CHC participated in community planning activities to ensure historic and cultural resources were considered when development or zoning is discussed by city officials**

☐ CHC uses the Secretary of the Interior's Standards for the Treatment of Historic Properties to determine appropriate repair and new construction when making recommendations for exemptions or incentives

☒ **CHC participated as a consulting party in a federal Section 106 undertaking review**

Tell us more about your CHC's involvement in the areas checked above. Skip if no boxes are checked.

**(1) JCHC Representatives on Beaumont Landmark Commission and Port Arthur Landmark Commission**  
**(3) When JCHC is contacted by the THC for project review under Section 106 of the National Historic Preservation Act of 1966, we review changes on new bridges, pipelines, railroad towers /bridges, roads or miscellaneous towers to see if there will be any adverse effect on history preservation in that area.**

33. Check the box if the statement applies to your CHC.

- ☐ County offers historic tax exemptions/incentives for qualified properties  
☐ CHC has a role in reviewing and/or making recommendations for COUNTY historic site tax exemptions/incentives

If your CHC has a review and/or recommendation role, please enter your county and explain the extent of your review authority for COUNTY historic tax exemptions or incentives.

n/a

**Statewide Preservation Plan—Goal 4: Leverage Economic Development Tools for Preservation—CHCs contribute to Goal 4 if they are involved in activities in which counties and/or communities leverage preservation-based and traditional economic development tools to revitalize historic areas. CHCs can influence community decision makers to take advantage of these tools.**

34. Check the box for each work item in which your CHC was actively involved in 2015.

- ☒ **Promoted historic and cultural sites to develop and sustain heritage tourism initiatives**  
☒ **Supported Main Street Program activities in a community within your county**  
☐ Secured private grant money to fund or partially fund a CHC project  
☐ Secured Certified Local Government grants for CHC projects/training  
☐ Secured other state or federal money to fund/partially fund a CHC project  
☐ Used inventories of surveyed properties to promote rehabilitation through grants and/or tax incentive programs  
☐ Involved in local economic development plans/projects/organizations  
☐ Used hotel/motel tax revenue to fund preservation projects

Tell us a bit more about your CHC's involvement in the areas you have checked above.

**The JCHC included a page on website redesign dedicated to Historic Tourism. The JCHC is a member of Beaumont Main Street.**

35. List the public entities or private organizations that have provided grants or funding opportunities for your preservation projects. Skip this question if it does not apply to your CHC.

n/a

**Statewide Preservation Plan—Goal 5: Learn and Experience History through Place—CHCs contribute to Goal 5 when providing events/activities that enable people to learn and experience the state's diverse history through education, recreation, and everyday interactions with historic places.**

36. Check the box for each work item in which your CHC was actively involved in 2015.

- ☒ **Provided educational events/presentations/information on historic preservation and local history to audiences outside your CHC**  
☒ **Provided educational events/presentations/information on historic preservation and local history geared toward youth/schools**  
☐ Initiated projects to diversify interpretation of historic and cultural resources  
☒ **Participated in a regional preservation or tourism event (Texas Archeology Month event, Preservation Month event, history conference, cultural heritage festival, etc.)**  
     Coordinated a regional preservation or tourism event  
☐ Supported activities sponsored by one or more of the Texas Heritage Trails regions  
☒ **Provided tours of a HISTORIC COURTHOUSE in your county**  
☒ **Provided tours of other historic buildings and/or sites within the county**  
☒ **CHC appointees volunteered at a historic site that is open to the public at large**  
☐ CHC managed a historic site that is open to the public at large

37. List events in which your CHC was involved that are associated with boxes checked above. Provide details for selected activities in the Project Description section at the end of this report.

**Tyrrell Historical Library Annual Meeting power point presentation by JCHC member; Memorial Wreath Laying Ceremonies at Dick Dowling Monument, Sabine Pass; Volunteers at Camp Lookinback at John J. French Museum; East Texas Historical Association Fall Meeting, Nacogdoches; East Texas Archeological Conference, Tyler; Historical Archeology Academy, Texas Archeological Stewardship Network Workshop, Liberty County Hands-On Cemetery Workshop; Coordinator gave tours of Historic Courthouse as requested; Magnolia Cemetery Tour, Beaumont; McFaddin Ward House Museum Volunteers, John J. French Trading Post Museum Volunteers, Beaumont Heritage Society Volunteer, Chambers House Museum Volunteers.**

**Statewide Preservation Plan—Goal 6: Connect Preservation to Related Fields—**These efforts build a stronger and more diverse preservation community. Related fields include archeology, anthropology, geography, architecture, conservation, planning, economic development, tourism, education, museums, and genealogy.

38. Partnering is more than just attending meetings of other organizations. Effective partnerships build a stronger and more diverse preservation community.

Check each of the individuals and organizations with which your CHC partnered during 2015.

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> <b>County officials</b>   | <input type="checkbox"/> Local businesses            | <input checked="" type="checkbox"/> <b>Cemetery organizations</b>   |
| <input checked="" type="checkbox"/> <b>City officials</b>   | <input checked="" type="checkbox"/> <b>Libraries</b> | <input checked="" type="checkbox"/> <b>Archeology organizations</b> |
| <input type="checkbox"/> Local law enforcement  | <input checked="" type="checkbox"/> <b>Museums</b>   |   |
| <input checked="" type="checkbox"/> <b>Landmark commissions or local historic design/review boards</b>                                    |  |   |
| <input type="checkbox"/> Educational institutions (school districts, community colleges, universities)                                    |  |   |
| <input checked="" type="checkbox"/> <b>Texas Archeology Stewardship Network (work with the stewards)</b>                                  |  |   |
| <input checked="" type="checkbox"/> <b>Tourism organizations / visitors bureau / chambers of commerce / downtown business association</b> |  |   |
| <input checked="" type="checkbox"/> <b>Main Street managers and/or board members</b>  |  |   |
| <input type="checkbox"/> Texas Heritage Trails Program  |  |   |
| <input checked="" type="checkbox"/> <b>Other nonprofit organizations not already listed above (societies, associations, etc.)</b>         |  |   |
| <input type="checkbox"/> We don't partner with any organizations  |  |   |

39. Check the boxes that reflect your CHC's role with museums.

- ☒ **CHC appointees volunteer with museum/s**
- ☒ **CHC operates a museum**
- ☐ CHC operates more than one museum
- ☐ CHC operates a museum that adheres to professional standards in the care, collection, management, and interpretation of artifacts
- ☐ CHC appointees sit on board of a county museum
- ☐ CHC is considered to be the board of the county museum
- ☐ Our CHC has no role with museums

40. Enter your county name and provide the name and location for each of the museums your CHC operates. Please skip this question if your CHC does not operate museums.

**Jefferson County    Jefferson County Mini Museum located on first floor of the Courthouse.**

41. When considering your overall workload, check the range that applies to your CHC.

- ☐ 0% of CHC time spent on museum related work
- ☒ **1-25% of CHC time spent on museum related work**
- ☐ 26-50% of CHC time spent on museum related work
- ☐ 51-75% of CHC time spent on museum related work
- ☐ 76-90% of CHC time spent on museum related work
- ☐ 91-100% of CHC time spent on museum related work

**Statewide Preservation Plan—Goal 7: Cultivate Political Commitment—**CHCs should cultivate political commitment for historic preservation on local, regional, state, and national levels. Cultivate commitment to CHC work and preservation by reporting CHC accomplishments to political officials and inviting those officials to CHC activities.

42. Check each way your CHC officially reported 2015 activities to your county officials.

**X Presented/will present summary of 2015 accomplishments to commissioners court in late 2015 / early 2016**

☐ Presented to county commissioners court about a particular project/s

**X Attended county commissioners court regularly**

**X Met with the county judge**

**X Met with county commissioners**

☐ Submitted CHC meeting minutes

**X Submitted a CHC budget**

☐ Submitted CHC treasury reports

**X Submitted CHC bylaws**

**X Provided suggested CHC appointments**

43. Check the elected officials that your CHC regularly invited to events and activities in 2015.

☐ County judge

**X County commissioners**

☐ Mayor/s of cities in your county

☐ City council members from cities within your county

☐ We do not regularly invite elected officials to our events

☐ School board members

☐ Law enforcement officials

☐ State legislators

☐ U.S. legislators

44. Please enter your county name and the names of elected officials who attended one or more of your CHC events in 2015. Skip this question if no elected officials attended your events.

**Jefferson County      Commissioner Everett "Bo" Alfred**

45. Check activities and communications undertaken in 2015 in support of Texas history and preservation.

☐ Attended "county day" events at the Capitol for your county

**X Issued information to the public at large--newsletters, email, press releases, etc.**

**X Submitted articles and/or letters to media outlets**

☐ Invited key decision-makers to celebratory preservation events

**X Worked with preservation nonprofits who advocate for specific projects**

**X Worked with preservation nonprofits who advocate for preservation in general**

☐ Made telephone calls to state legislators

☐ Made telephone calls to federal legislators

**X Wrote letters/email to state legislators**

☐ Wrote letters/email to federal legislators

☐ Had face-to-face discussions with state legislators

☐ Had face-to-face discussions with federal legislators

☐ Provided public testimony at legislative hearings as to the benefits of preservation

☐ Attended Preservation Day at the Capitol in Austin

**Statewide Preservation Plan for Texas—Goal 8: Build Capacity of Preservation Community** encourages existing preservation groups to develop organizational capacity to strengthen and expand their preservation skills. CHCs work toward this goal by seeking continuing education and improving the projects and services provided.

46. Check all of the ways in which your CHC tried to improve appointee participation in 2015.

☐ Initiated projects to diversify CHC membership

**X Provided educational presentations for your CHC appointees**

**X Used the THC website information to educate appointees**

☐ Used the CHC Handbook to educate appointees

☐ Hosted a THC-affiliated workshop in 2015

**X Met regionally with other CHCs to share experiences and efforts**

☐ Organized a CHC regional meeting for the purposes of sharing CHC experiences and efforts

47. If you organized a CHC regional meeting in 2015, please indicate:

-- the counties that participated (including your county);

-- topics or themes discussed; and

-- how many times you have met formally as a group over the years.

n/a

48. List workshops that your CHC hosted in 2015, including information on the educational topic.

n/a

49. Reflecting 2015 activity, enter the number of CHC appointees that attended a training offered by the organization listed.

_____ THC regional workshop	<b>3</b>	<b>THC oral history workshop</b>
_____ THC marker workshop	<b>1</b>	<b>THC Archeology Steward training</b>
_____ THC cemetery workshop	_____	Texas Main Street Program
_____ THC/Texas Archeology Month event	_____	THC/Texas Association of Museums
_____ Friends of the THC grant writing workshop	_____	Texas Association of Museums (other than THC partnered training listed above)
_____ Texas Heritage Trails Program	_____	Texas Archeological Society (TAS)
_____ Texas State Historical Association	_____	National Trust for Historic Preservation conference
_____ American Association for State and Local History (AASLH)	_____	Preservation Texas (PT) event
<b>13</b> Local/regional historical association educational opportunity	<b>11</b>	<b>Any other history-related opportunity that was offered locally/regionally</b>

50. Rank the degree to which select THC services have helped your CHC expand their programming.

CHC listserv weekly messages

- ☐ Didn't notice service was offered  
☐ Noticed but didn't take advantage of service  
☐ Did not help us  
☒ **Helped a little**  
☐ Helped a lot

THC website information specific to CHCs

- ☐ Didn't notice service was offered  
☐ Noticed but didn't take advantage of service  
☐ Did not help us  
☐ Helped a little  
☒ **Helped a lot**

General THC website information

- ☐ Didn't notice service was offered  
☐ Noticed but didn't take advantage of service  
☐ Did not help us  
☐ Helped a little  
☒ **Helped a lot**

Historical marker webinars

- ☐ Didn't notice service was offered  
☒ **Noticed but didn't take advantage of service**  
☐ Did not help us  
☐ Helped a little  
☐ Helped a lot

51. Share your thoughts on THC services that have helped your CHC.

**During 2015, our Certified Local Government Committee became committed to preparation for doing a county Cultural and Historic Survey. We were able to go on the THC website and learn what preparation was involved. We were able to download tools, information, and forms concerning such surveys. We were able to learn what contacts at THC that could help us. We were also able to find what counties had completed Cultural and Historic Surveys and who to contact in those counties. Having this information on the THC website was especially beneficial to JCHC members who might be working on this project in the evenings or weekends.**

52. Check the ways in which your CHC made concerted efforts in 2015 to improve work relative to previous years.

- |   |   |
|---|---|
| <input type="checkbox"/> CHC planning<br><input checked="" type="checkbox"/> <b>Bylaws</b><br><input checked="" type="checkbox"/> <b>Membership and attendance</b><br><input checked="" type="checkbox"/> <b>Preservation education for appointees</b><br><input checked="" type="checkbox"/> <b>Partnerships</b><br><input checked="" type="checkbox"/> <b>Community outreach to adults</b><br><input type="checkbox"/> Community outreach to young people | <input checked="" type="checkbox"/> <b>Presence of CHC and/or county history on Internet</b><br><input type="checkbox"/> Relationship with county commissioners court<br><input checked="" type="checkbox"/> <b>Initiated a new CHC project</b><br><input checked="" type="checkbox"/> <b>Improved an ongoing effort</b><br><input type="checkbox"/> Our CHC was not active this year |
|---|---|

### Project Description Instructions

The THC uses completed descriptions to promote CHC work; we only use descriptions that provide the information as requested.

**NOTE:** Those interested in a Distinguished Service Award MUST provide 3 different descriptions—please do not provide the same project description for questions 53, 54, and 55.

Each description should be 4 to 12 sentences in length. Please use complete sentences.

53. Project Description #1 (of 3)—Expand upon your answers to question 52 about improving your CHC during the 2015 year of service.

Describe the efforts made to improve an aspect of your CHC. Include the following:

- your county name
- the specific area of improvement
- why the improvement effort was made
- what actions were taken to make improvements
- the results of those actions

If you were not able to make improvements in 2015, document your challenges and what improvements you'd make if you had the time, manpower, or money required.

**The Jefferson CHC is a functioning commission. Where it is our hope that our members will be active and meet membership requirements (including volunteer hours and meeting attendance), this does not always happen. Each year our Executive Board reviews our bylaws to make sure all membership requirements are being met. This assures us that our members are not in name only but are actively working to preserve and promote the history of Jefferson County.**

**The Jefferson CHC had a productive year working with our local partners in history preservation. A number of our members served as volunteers or boards members of museums and historical societies and also the Ben Rogers Regional Visitors Center and the Port Arthur Convention and Visitors Bureau.**

**Working closely with McFaddin-Ward House Museum personnel, using research compiled by our Cemetery Committee, and with the guidance of JCHC member / director of the Magnolia Cemetery in Beaumont, the JCHC held its second annual Magnolia Cemetery Tour. It was such a success, we hope to branch out to another cemetery in the near future.**

54. Project Description #2 (of 3)—Share a project, effort, or service that shows the best of how your CHC interacts with the public. Please include your county name in the answer.

Project, effort, or service must adhere to the following requirements:

- its primary association is with history/preservation
- it has broad CHC appointee support (rather than the participation of only 1 or 2 people)
- is an ongoing effort or one that was completed in 2015

**The Jefferson CHC Certified Local Government Committee became very active during 2015 in laying the foundation for applying for a Cultural and Historical Resource Survey grant. The CLG Committee met in three areas of the County for interaction with local citizens who are familiar with old / forgotten stories / histories of their area.**

**We met in Nederland with the Nederland Historical Society and local interested citizens. In Port Neches, we met at the Port Neches Library to learn more of their recorded history and met neighbors from that area. One of our County Commissioners opened his precinct service center to allow us a location to meet with citizens from outlay areas. Because of that meeting, we received contact information for other people who have helpful information to share.**

We met the son of the man who wrote a book about the China, Texas area that include some little know African-American history. We learned of and visited a private museum that contains a wealth of information collected by a man in that area. He also shared stories his mother had passed down about the Prisoner of War camp located in that area during the 1940s. Since that meeting, we have been contacted by a retired citizen who has done extensive research on post offices and schools in the LaBelle and Hamshire areas.

Because of these meetings, not only were we able to learn more about our county history but we were able to bond with citizens excited that “their story was going to be told.”

A number of our JCHC members not on the CLG Committee also volunteered to help with gathering information in areas of the County not mentioned above.

55. Project Description #3 (of 3)—Expand upon your CHC's contribution to heritage tourism efforts in your region. Refer to question 36 for heritage tourism examples.

Highlight your most effective heritage tourism effort in 2015:

- your county name
- describe event and your role in it
- partners and community involvement in planning and/or implementation
- impact of the event (attendance, participation, profit, etc.)

In 2014, the Jefferson CHC began a long-overdue reorganization of the Jefferson County Historical Commission website. A website committee was formed and research was shared among JCHC members. By the end of 2015, the re-organization was ninety percent complete.

Special areas on the website included the Jefferson County Courthouse, Jefferson County History, Certified Local Government, JCHC Library, Online Resources, JCHC Members (which include JCHC Agendas and Meeting Minutes) and Historic Tourism. Because of this reorganization and being easily accessible through the Jefferson County TX webpage, the JCHC has received contacts from people all over the county, state and nation with requests or offering family information. Because of the information available on the Courthouse, we have had people drop in for tours or to use our library.

Two of our JCHC appointees are associated with the Ben Rogers Regional Visitors Center, one is a five-day-a-week volunteer and one is employed there. They are able to answer questions about museums and give directions (and brochures) of historic places to visit.

#### CHC Comments for the THC

56. If you'd like, share information not already submitted in this report. Feel free to comment on specific preservation issues in your county (successes and/or challenges).

n/a

\*\*\*\*\* End of Report.

Please go back through the report and check your report for accuracy. When done, send a copy of completed survey to the Texas Historical Commission.

If possible, please email a copy of this document to our [office—amy.hammons@thc.state.tx.us](mailto:amy.hammons@thc.state.tx.us).

If you cannot email a copy, mail a copy of the report—Attn: Amy Hammons, Texas Historical Commission, PO Box 12276, Austin, TX, 78711.

Contact Amy Hammons ([amy.hammons@thc.state.tx.us](mailto:amy.hammons@thc.state.tx.us) or 512.475.2692) with questions about this report.

We appreciate that you have taken the time to fulfill this statutory reporting responsibility and to share what your CHC has accomplished in 2015. Thank you for your time and service! Thank you for your time.

# JEFFERSON COUNTY HISTORICAL COMMISSION

## BYLAWS

### ARTICLE I: NAME

The name of this organization shall be the Jefferson County Historical Commission in accordance with Texas Local Government Code, Chapter 318.

### ARTICLE II: PURPOSE

**Section 1.** The purpose of the Jefferson County Historical Commission (hereinafter called the "JCHC") shall be to preserve and promote history within the County, and to that end shall:

- A. conduct continuing programs of historical marker recommendations and placements in accordance with the Texas Historical Commission requirements;
- B. make recommendations to the County Commissioners Court for property acquisition, real or personal, which is of historical significance;
- C. accept and curate, whenever feasible, artifacts and other items in the name of the JCHC for Jefferson County;
- D. cooperate with local museums in establishing programs and exhibits of historical interest;
- E. establish working relationships with area historical societies; and,
- F. support, whenever possible, the programs of the Texas Historical Commission.

- Section 2.** Historical markers placed on private property will be paid for, whenever feasible, by the property owners or other interested citizens; however, all marker transactions (script approval, etc.) must be conducted through and with the approval of the JCHC.

### **ARTICLE III: MEMBERSHIP**

- Section 1.** Eligibility. Any adult resident of Jefferson County recommended by the JCHC or the County Commissioners Court shall be eligible for membership.
- Section 2.** Number of Members. The JCHC shall consist of not less than seven (7) residents of the County, and each precinct within the County shall be represented by at least one (1) member.
- Section 3.** Term. Members shall be appointed by the Jefferson County Commissioners Court for two-year terms beginning on January 1 of odd numbered years. All members in good standing shall be eligible for reappointment.
- Section 4.** Texas Historical Foundation and Preservation Texas. In that the Texas Historical Foundation and Preservation Texas are supportive organizations of the Texas Historical Commission, it is recommended that the JCHC become a member of these two organizations.
- Section 5.** Resignation. Resignation from the JCHC may be accepted after the letter of resignation has been read into the official minutes by either the Chair or the Secretary.
- Section 6.** Volunteer Hours – Each member is required to submit at least 50 hours of volunteer service each calendar year. The service includes any JCHC meeting, project, conference, travel to and from JCHC events, and any historical research that preserves or promotes Jefferson County history.
- Section 7.** Members must attend at a minimum of two (2) meetings annually unless exempted by the Executive Board. Failure to do so may subject member removal from the Commission.

## ARTICLE IV: OFFICERS.

- Section 1.** Enumeration, Election and Term. The officers of JCHC shall be Chair, First Vice-Chair, Second Vice-Chair, Secretary / Treasurer, and immediate Past Chair. These officers shall be elected by a majority vote of the members present at the Annual Meeting. Their terms shall be for two years, and they may serve for no more than two consecutive terms unless approved by a majority vote of members present at the Annual Meeting.
- Section 2.** Chair. The Chair shall be the Executive Officer for the JCHC. The Chair's responsibility shall be to call the regular meetings and preside at those meetings; appoint standing committees, task forces, and their chairs; report annually to the County Commissioners Court on the activity and progress of the JCHC; and serve on or designate a representative for any boards, commissions, or committees as requested and deemed appropriate by the JCHC. The Chair shall have the usual powers of supervision and management as may pertain to the office or be designated by the members of the JCHC, and shall work in conjunction with the Coordinator to carry out these duties.
- Section 3.** First Vice-Chair. The First Vice-Chair shall preside at the meetings in the absence of the Chair. The First Vice-Chair shall possess all the duties and responsibilities of the Chair in the event the normal activity of the Chair would be curtailed. The First Vice-Chair, in conjunction with the JCHC Coordinator, shall plan all JCHC programs, secure locations, and make any necessary arrangements.
- Section 4.** Second Vice-Chair. The Second Vice-Chair shall preside at the meetings in the absence of the Chair and First Vice-Chair. The Second Vice-Chair shall possess all the duties and responsibilities of the Chair and First Vice-Chair in the event the normal activity of the Chair and First Vice-Chair would be curtailed. The Second Vice-Chair, in conjunction with the JCHC Coordinator, shall plan all JCHC programs, secure locations, and make any necessary arrangements.
- Section 5.** Secretary / Treasurer. This position shall be filled by the JCHC Coordinator. As an employee of the County, and approved by

Commissioners Court, this person is the sole individual to handle all financial matters of the JCHC, with consideration to suggestions by the JCHC. Duties consist of recording the minutes of all meetings, co-sign with the Chair any contracts or instruments designated by the JCHC, presenting accurate accounting of all JCHC funds at all regular and Annual Meetings, prepare a yearly budget to be presented to Commissioners Court for approval and perform other duties as normally pertain to the office.

- Section 6.** Executive Board. The Executive Board shall be composed of the Chair, First Vice-Chair, Second Vice-Chair, Secretary / Treasurer, and immediate Past Chair, and shall be authorized to transact business between meetings of the JCHC. The Executive Board shall meet at the call of the Chair.
- Section 7.** Nominations and Election Procedure. Nominations for these offices shall be made and presented in writing to the general membership two weeks prior to the Annual Meeting at which officers are elected. Nominations may also be accepted from the floor from any voting member with the consent of the nominee. Election shall be by written ballot unless there is only one candidate and a motion is made to elect by acclamation. A simple majority vote of those present qualified to vote and voting shall constitute election. Proxy or absentee voting will not be allowed in officer elections.
- Section 8.** Resignation and Vacancy. An officer may resign the office while not necessarily resigning membership in JCHC by submitting a letter to the JCHC which shall be read into the official minutes. Vacancies occurring in any office other than the Chair shall be filled for the remainder of the term as the JCHC deems, either by authorizing the Chair to appoint or by electing a substitute at the regular meeting following the resignation.

## **ARTICLE V: FINANCIAL ADMINISTRATION.**

- Section 1.** Fiscal and Budget Reports. The Fiscal and Budget report of the JCHC shall be presented in writing to the Jefferson County Auditor by the JCHC Secretary/Treasurer in time for the Budget Hearings of Commissioners Court. The Budget shall be prepared with assistance of the Chair.
- Section 2.** Budget. The County approved budget for the ensuing year shall be

included in the Annual Report when given in January to Commissioner Court.

## **ARTICLE VI: MEETINGS**

- Section 1.** Regular Meetings. There shall be a minimum of six (6) regular meetings per calendar year for the general membership as specified by the Texas Historical Commission. Additional meetings will be held at such time as the Executive Board advises. Notification of all meetings, including Marker Dedications, shall be by mail or email.
- Section 2.** Annual Meeting. The Annual Meeting shall be held in November of each calendar year. The specific date, time and place shall be set according the JCHC recommendations. Business for the Annual Meeting shall include:
- A. election of officers (every two (2) years);
  - B. reappointment of current members, or appointment of new members (every two (2) years);
  - C. recommendation of programs for the ensuing year;
  - D. suggestions for activities; and,
  - E. other business as deemed necessary by the JCHC Chair.
- Section 3.** Quorum. A quorum of at least five (5) members shall be required for the transaction of business at any meeting of the JCHC. Meetings of the Executive Board do not require a quorum.
- Section 4.** Parliamentary Procedure. Parliamentary procedure shall be according to "Robert's Rules of Order".
- Section 5.** Special Meetings. The Chair may call special meetings as necessary to conduct business between regular meetings.

## **ARTICLE VII: COMMITTEES AND TASK FORCES**

**Section 1.** Chair. The Chair of the JCHC shall appoint a Chair for each of the standing committees and task forces, as needed. The Chairs for the committees shall serve the same two-year term as the JCHC officers.

**Section 2.** Standing Committees. In accordance with the recommendations of the Texas Historical Commission, these committees shall be constant and ongoing. All Committees shall serve for two (2) year terms.

- A. Historical Preservation - acquisition, preservation, storage and display of historical papers, records and documents; establishing, improving, enlarging and/or supporting an historical museum; writing or updating county history; encourage the work of entities engaged in the work of preservation of historic buildings and sites; and reprinting scarce historical material, publications and pictures.
- B. Historical Markers and Research - study, survey and review subjects and sites for possible marking; prepare and submit appropriate applications; update marker lists; and secure locations and obtain permission for erecting markers.
- C. History Appreciation – publicize Commission work; cooperate with history and visitor-related committees; sponsor historical tours, dedications, commemorations, and observances; provide advice and direction on citizens' interest; and serve as liaison resources between JCHC and other county and state historical commissions seeking advice, assistance, support or sponsorship for observations, projects, etc.
- D. Archeology Committee – Undertake activities that promote the preservation of archeological resources.
- E. Cemetery Committee – Pursue Historic Texas Cemetery designations for cemeteries in county, and promote cemetery surveys, clean-up days and other similar activities.
- F. Courthouse and Sub-Courthouse Oversight Committees – Responsible

for seeing architectural integrity of County Courthouse and Sub-Courthouse is maintained by on-site visits to examine buildings, evaluate suggested changes to buildings, and work as a liaison between County and the Texas Historical Commission.

G. Certified Local Government – Responsible for coordinating all JCHC activities with the Texas Historical Commission in compliance with all Federal and State laws and regulations pertaining to the Texas Certified Local Government program. This committee may be referred to as “CLG Committee”.

1. The CLG Committee Leader shall be either the JCHC Chair or a JCHC member appointed by the JCHC Chair as provided in Article VII Section 1 of these by-laws.
2. The CLG Committee shall consist of at least five (5) members and members shall reside in Jefferson County.
3. CLG Committee members shall serve a term of two (2) years or such lesser term for which they may be elected in accordance with these by-laws.
4. A CLG Committee member may not serve more than eight (8) consecutive years, but shall be eligible for re-election after an absence of one (1) or more years.
5. The CLG Committee shall serve as a Review Board with the following specific responsibilities:
  - a. To establish, oversee, and implement a procedure or system for inventorying, surveying, evaluating, registering, documenting, and protecting individual properties and districts of historic significance in Jefferson county in accordance with the National Register Criteria and consistent with statewide preservation planning processes.
  - b. To maintain and to periodically review the inventory of surveyed historic properties and districts located in

Jefferson County for updates or amendments.


- c. To monitor and report to the Texas Historical Commission any actions affecting the Jefferson County Courthouse, State Archeological Landmarks, individual properties and districts listed in the National Register of Historic Places or locally designated properties in Jefferson County.
- d. To ensure that all JCHC activities shall adhere to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.
- e. To seek eligible projects and administer those that are funded through the Texas CLG programs such as surveys, National Register nominations, publications, workshops, etc., for the education and benefit of the JCHC and the county.

**Section 3.** Special Committees or Task Forces. The Chair of the JCHC may appoint a Chair and members of special committees that will serve to accomplish a specific goal or project. The committee will be terminated at the completion of the goal or project unless otherwise directed by the JCHC.

**Section 4.** An Advisory Council shall be appointed by the Chair of the JCHC, and membership shall be at the recommendation of any member of the Executive Committee of the JCHC. The sole duty of the Advisory Council is to provide support and advice to the JCHC, and serve as a liaison resource between the JCHC and individuals or organizations seeking advice, assistance, support or sponsorship for historical projects and programs. The Advisory Committee members are not eligible to vote on JCHC business matters.

These Bylaws may be amended by two-thirds (2/3) vote of the qualified members present and voting at any regular meeting provided the amendments were submitted in writing to the general membership two weeks prior to the said meeting.

**Adopted by the membership of the Jefferson County Historical  
Commission**

  
Theresa Goodness, JCHC Chair

Date: *May 27, 2015*

  
Linda McMahan, JCHC Secretary

Date: *May 27, 2015*

**Approved by the Jefferson County Commissioners Court**

**2/8/2016**

\_\_\_\_\_  
Date

Jeff Branick, County Judge \_\_\_\_\_

Eddie Arnold, County Commissioner, Pct. 1 \_\_\_\_\_

Brent Weaver, County Commissioner, Pct. 2 \_\_\_\_\_

Michael Sinegal, County Commissioner, Pct. 3 \_\_\_\_\_

Everette "Bo" Alfred, County Commissioner, Pct. 4 \_\_\_\_\_

**Regular, February 08, 2016**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, February 08, 2016