

Notice of Meeting and Agenda and Minutes
December 05, 2016

SPECIAL, 12/5/2016 1:30:00 PM

BE IT REMEMBERED that on December 05, 2016, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

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

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Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS**
December 05, 2016

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **05th day of December 2016** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

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

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

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PURCHASING:

1. Receive and file bids for (IFB 16-030/YS), Term Contract for Mowing for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 45

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

2. Consider and approve award for (RFQ 16-033/JW), Engineering Services for Community Development Block Grant Program Phase V.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

3. Execute, receive, and file a professional services agreement with David J. Waxman, Inc., in accordance with (RFP 16-032/JW), Grant Administration and Management Services for Community Development Block Grant Program Phase V.

SEE ATTACHMENTS ON PAGES 46 - 57

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

4. Consider and approve, execute, receive and file Acceptance of Offer for (IFB 16-029/YS), Term Contract for Pick Ups, Vans, and Utility Vehicles for Jefferson County with Caldwell Country Chevrolet, Cowboy Motor Co., Freedom Chevrolet/Love Field CDJR, Gunn Chevrolet LTD, and Silsbee Ford, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 58 - 68

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

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5. Consider and approve, execute, receive and file a renewal for (IFB 14-047/JW), Term Contract for Inmate Shoes for Jefferson County with Bob Barker Company for a second one (1) year renewal from December 13, 2016 to December 12, 2017.

SEE ATTACHMENTS ON PAGES 69 - 69

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

6. Consider and approve, execute, receive and file Amendment IV (four) to contract (IFB 15-011/JW), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. This amendment will correct service frequency for Biomedical Waste Service for Jefferson County Correctional Facility, Property Division, 5030 Highway 69 South, Beaumont TX, 77705 at a rate of \$35.00 per container per haul, \$35.00 per container per month, on an as needed/on call basis.

SEE ATTACHMENTS ON PAGES 70 - 70

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

7. Consider and approve, execute, receive and file a contract amendment for (IFB 14-033/JW), Re-bid Term Contract for Road Building Material for Jefferson County. This amendment will reflect vendor rebranding from APAC-Texas, Inc. to Gulf Coast an Old Castle Company.

SEE ATTACHMENTS ON PAGES 71 - 71

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

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8. 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 72 - 73

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

COMMUNITY SUPERVISION:

9. Consider and possibly adopt a Resolution recognizing David H. Pouncy for his dedicated service to the Jefferson County Adult Probation Department and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 74 - 74

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

10. Consider and approve expenditures by the Constable Pct.7 in accordance with order pursuant to section 130.908 of Texas Local Government Code. Purchase of notary bond in the amount of \$100. Purchase of Taser cartridge in the amount of \$170. Purchase of die plate & new year wheel for time clock including labor in the amount of \$340.

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

11. Consider and approve expenditures by the Sheriff in accordance with order pursuant to section 130.908 of Texas Local Government Code. Expenditure for wrecker service on a case in the amount of \$300.

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

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12. Regular County Bills - check #427800 through checks #427997.

SEE ATTACHMENTS ON PAGES 75 - 83

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY COMMISSIONERS:

13. Receive and file executed Amended Agreement between Jefferson County, Texas and Tim Richardson as professional consultant to assist in recovery Deepwater Horizon Restoration Funds for the period of October 1, 2016- September 30, 2017.

SEE ATTACHMENTS ON PAGES 84 - 92

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

14. Consider, approve and accept resignation letter from Judge Cory J. H. Crenshaw, County Court at Law No 2, effective December 3, 2016.

SEE ATTACHMENTS ON PAGES 93 - 93

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

15. Consider filling the vacancy created in County Court at Law # 2, by the resignation of Judge Cory J. H. Crenshaw, with Mr. Terrence L. Holmes, such appointment to become effective December 5, 2016.

Action: TABLED

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16. Consider and possibly approve the re-appointment of Karl Holmes by Commissioner Alfred, to the Southeast Texas Government Employee Benefits Pool Board of Trustees effective January 1, 2017.

SEE ATTACHMENTS ON PAGES 94 - 94

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

17. Consider and possible approve the re-appointment of Commissioner Ralph Muzzillo, Position 2 and Commissioner John Johnson, Position 3 to a two year term of office as commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners.

SEE ATTACHMENTS ON PAGES 95 - 95

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

18. Discuss financial commitment to Coastal Erosion Project Funding.

Action: NONE

19. Consider, possibly approve and authorize the County Judge to execute an Application for Federal Assistance (Form SF-424) through the Gulf Of Mexico Alliance to address coastal vulnerabilities.

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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ENGINEERING:

20. Consider and possibly approve a Final Plat of Pine Island Estates Phase 2 which is within the Beaumont ETJ (extra-territorial jurisdiction) and has met the city's approval as well as that of the Engineering Department. This property is located in Precinct No. 1.

SEE ATTACHMENTS ON PAGES 96 - 97

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

ADDENDUMS

SHERIFF'S DEPARTMENT:

21. Consider and approve an expenditure by the Sheriff's Office in accordance with order pursuant to section 130.908 of the Texas Local Government Code.

Expenditure is for

SEE ATTACHMENTS ON PAGES 98 - 98

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

DISTRICT ATTORNEY:

22. Consider and approve reallocation of budgeted salary funds of four positions in the Criminal District Attorney's office. These positions are not part of the Class/Comp system.

SEE ATTACHMENTS ON PAGES 99 - 100

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

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23. IMMEDIATELY FOLLOWING COMMISSIONERS COURT-
Announcement of an executive (closed) session pursuant to Texas
Government Code Section 551.0725 to deliberate business and financial
issues relating to a contract being negotiated, that deliberation in open
meeting, would have a detrimental effect on the Commissioners Court in
negotiations with a third person.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Jeff R. Branick
County Judge

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 16-030/YS, Term Contract for Mowing for Jefferson County

Bidder's Company/Business Name: GP Evans Contractors LLC

Bidder's TAX ID Number: 75-3073602

Contact Person: Prince Evans **Title:** Supervisor

Phone Number (with area code): 409-201-1181

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): 409-296-1167

Email Address: PeEvans6382@aol.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address _____

City, State, Zip Code _____

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:

GP Evans Contractors LLC

Company Name

PO Box 1706

Address

Winnie Tx 77665

City

State

Zip

Sam Evans

Signature of Person Authorized to Sign

Gina Evans

Printed Name

OWNER

Title

For clarification of this offer, contact:

Prince Evans

Name

409-201-1181

409-2916-1167

Phone

Fax

PeEvans16382@aol.com

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 16-030/YS, Term Contract for Mowing for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Total amount of bid \$ 80,000.00 /annually

List of equipment to be used:

Grass cutting only - not tree'd lots - those will be additional.

See attached form -

Company Name: G.P Evans Contractors LLC

Company Address: PO Box 1706

City, State, Zip Code: Winnie Texas 77465

Telephone Number(s): 409-201-1181

Fax Number(s): 409-2916-1167

Email: pevans6382@aol.com

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

GP Contractors Mowing Equipment List

- (1) Kubota 5040
- (1) Kubota 7040
- (3) Kubota 8540
- (1) Kubota M108S Boom Mower 20ft Stick
- (3) Modern 15ft Cutter Modern Batwing
- (2) Modern 6ft Cutter Modern Brush Hogg

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Southern Brush
 Address: 2813 Shover Pasadena, TX 77502
 Contact Person and Title: Ben Novotny
 Phone: 903-486-7884 Fax: _____
 Contract Period: Present Scope of Work: Grass Cut Pipeline

REFERENCE TWO

Government/Company Name: Jefferson County Drainage District #6
 Address: Po Box 20078 6550 Walden Rd Beaumont TX 77720
 Contact Person and Title: Nelson Nixon
 Phone: 409-842-1818 Fax: 409-842-2729
 Contract Period: 1997 - 2015 Scope of Work: Mowing

REFERENCE THREE

Government/Company Name: Jefferson County Drainage District #7
 Address: Po Box 3244 4401 9th Ave. Port Arthur, TX 77640
 Contact Person and Title: Bruce
 Phone: 409-548-1353 Fax: _____
 Contract Period: 2012 - Present Scope of Work: Mowing

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

GP Evans Contractors LLC
Bidder (Entity Name)

PO Box 1706
Street & Mailing Address

WINNIE TX 77665
City, State & Zip

409-201-1181
Telephone Number

pevans1p382@aol.com
E-mail Address

Gina Evans
Signature

Gina Evans
Print Name

11-29-16
Date Signed

409-2916-1167
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (Item 3 including subparts A, B, C, & 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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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?

Yes No

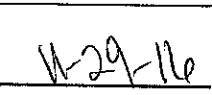
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4


Signature of vendor doing business with the governmental entity


W-29-116

Date

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. 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>			
<p>1 <input type="text"/> Name of Local Government Officer</p> <p>2 <input type="text"/> Office Held</p> <p>3 <input type="text"/> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p>4 <input type="text"/> Description of the nature and extent of employment or other business relationship with vendor named in item 3</p> <p>5 <input type="text"/> 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).</p> <p>Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>		
<p>6 AFFIDAVIT</p> <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>		<p>_____ Signature of Local Government Officer</p>	
<p>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>			
<p>Signature of officer administering oath</p>		<p>Printed name of officer administering oath</p>	<p>Title of officer administering oath</p>

Adopted 8/7/2015

Jim Evans 11-29-14

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant ...

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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: <input type="checkbox"/> Yes <input type="checkbox"/> 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: <input type="checkbox"/> Tx. Bldg & Procurement Comm. <input type="checkbox"/> Jefferson County <input type="checkbox"/> 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 diversity.

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.

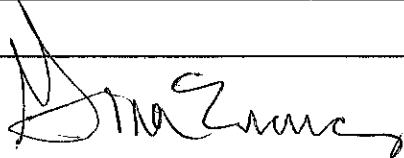
Address: _____
 Street _____ City _____ State _____ Zip _____

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 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

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



Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Gina Evans

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: _____

Gina Evans

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 Evans Contractors [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.):	75-3073602
Company Name submitting bid/proposal:	GP Evans Contractors LLC
Mailing address:	PO Box 1706 Winnie TX 77665
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF TEXAS

COUNTY OF CHAMBERS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared Gina Evans, who (name) after being by me duly sworn, did depose and say:

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

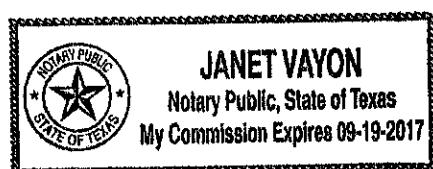
I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly 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: Gina Evans
GP Evans Contractors, LLC
Fax: 409-2910-1167 Telephone# 409-201-1181
by: Gina Evans Title: OWNER
(print name)

Signature: Gina Evans

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

this the 29th day of November, 2016.



Janet Vayon
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

P²⁷
EVANS CONTRACTOR LLC.

PO BOX 1706

Winns, TX 77485

RECEIVED 10-30-00
29-000

TERMS Contract For Mowing for JEFFER
Cous

IFB-030145

JEFFERSON County PURCHASING DEPT
1149 PECUL Street, 1st Floor
BEAumont, TX 77401

Bid Form

Total amount of bid \$ 19,592 ³⁶ /annually

List of equipment to be used:

- ① LS 46 HP TRACTOR w/ 6' + 8' modern Brush Hog
- ② 60" CUT X-MARC Riding mower's
- ③ VARIOUS CHAIN SAWS, Weedeater's etc, etc

Company Name: UNIVERSAL OPERATIONS, LLC

Company Address: 3911 N. Twin City Hwy

City, State, Zip Code: Nederland, TX 77627

Telephone Number(s): 409 284 6408

Fax Number(s): 409 721 5090

Email: Nicole@universaloperations.org

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 16-030/YS, Term Contract for Mowing for Jefferson County

Bidder's Company/Business Name: UNIVERSAL OPERATIONS LLC

Bidder's TAX ID Number: 47 2955174

Contact Person: Joel Hebert **Title:** Supervisor

Phone Number (with area code): 409 284-6408

Alternate Phone Number if available (with area code): 409 722-8615

Fax Number (with area code): 409 721-5090

Email Address: nicole@universaloperations.org

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

*3911 N. Twin City Hwy
Nederland, TX
77627*

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:

Universal Operations LLC

Company Name

3911 N. Twin City Hwy

Address

Nederland TX 77627

City

State

Zip

For clarification of this offer, contact:

Joel Hebert

Name

409 284 6408

Phone

409 721 5090

Fax

Nicole @ UniversalOperations.org

E-mail

Joel Hebert

Signature of Person Authorized to Sign

Joel Hebert

Printed Name

Supervisor

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 16-030/YS, Term Contract for Mowing for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

Reference #	Reference Name
-------------	----------------

Government/Company Name: Awright Real Estate

Address: 525 W Lucas Beaumont TX 77706

Contact Person and Title: Shirley Reese Owner

Phone: 409-899-5263 Fax: 409 866 9310

Contract Period: 1 1/2 years Scope of Work: Lawn Service on
Rental Property

Reference #	Reference Name
-------------	----------------

Government/Company Name: 124 Saloon Sandus Saloon

Address: 4680 Fannett Road Beaumont TX 77704

Contact Person and Title: Ah Dicicco

Phone: 409-527-0934 Fax: _____

Contract Period: 1 1/2 years Scope of Work: Lawn Service

Reference #	Reference Name
-------------	----------------

Government/Company Name: Port Arthur News

Address: 2349 Memorial Blvd Port Arthur TX 77642

Contact Person and Title: Rich Marie

Phone: 409-721-2455 Fax: 409-724-6864

Contract Period: 1 1/2 years Scope of Work: Lawn Service 2 ,
Business Locations

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

Universal Operations LLC

Bidder (Entity Name)

3911 N. Twin City Hwy

Street & Mailing Address

Nederland, TX 77627

City, State & Zip

409 284-6408

Telephone Number

Nicole @Universaloperations.org

E-mail Address

Joel Hebert

Signature

Joel Hebert

Print Name

11/23/16

Date Signed

409 721-5090

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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>		OFFICE USE ONLY <div style="border: 1px solid black; padding: 5px; width: 100%;">Date Received</div>
1	Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; margin-bottom: 5px;"><i>N/A</i></div>	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <div style="text-align: center; margin-bottom: 5px;">(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.)</div>	
3	Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-bottom: 5px;"><i>N/A</i></div> <div style="text-align: center; margin-bottom: 5px;">Name of Officer</div> <p>This section (Item 3 including subparts A, B, C, & 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="text-align: center; margin-bottom: 5px;"> <input type="checkbox"/> Yes <input checked="" 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="text-align: center; margin-bottom: 5px;"> <input type="checkbox"/> Yes <input checked="" 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="text-align: center; margin-bottom: 5px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; padding: 5px; height: 40px; margin-top: 10px;"></div>	
4	<div style="border: 1px solid black; padding: 2px; width: 100%;">_____ <i>N/A</i></div> <div style="text-align: center; margin-top: 5px;">Signature of vendor doing business with the governmental entity</div>	<div style="border: 1px solid black; padding: 2px; width: 100%;">_____ <i>11/23/16</i></div> <div style="text-align: center; margin-top: 5px;">Date</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>		
<p>1 Name of Local Government Officer</p> <p style="text-align: center;"><i>N/A</i></p>		<p>OFFICE USE ONLY</p>
<p>2 Office Held</p>		<p>Date Received</p>
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p>5 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).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <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> <p style="text-align: center;"><i>N/A</i></p> <p style="text-align: center;">Signature of Local Government Officer</p>		
<p>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>		
<p>Signature of officer administering oath</p>		<p>Printed name of officer administering oath</p>
<p>Title of officer administering oath</p>		

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 ...

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

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

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

Joel Hebert

Printed Name of Authorized Representative

Joel Hebert

Signature

Supervisor

Title

11/23/16

Date

We are a women/minority owned company.

We have a crew that can maintain these properties. No subcontract work is needed.

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: N/A 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: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____ Street _____ City _____ State _____ Zip _____

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

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

Description of Subcontract Work to be Performed: _____

Joel Hebert

Printed Name of Contractor Representative

Joel Hebert

Signature of Representative

11/23/16

Date

N/A

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: N/A HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet
(Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

Other: We are a minority-Woman owned Co.

*We have crew
that can maintain
these properties.
No sub contract is needed.*

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: NA

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: N/A

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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): Joel Hebert

Title: Supervisor

Signature: Joel Hebert

Date: 11/23/16

E-mail address: Nicole @ Universaloperations.org

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

Name (print or type): Nicole Babineaux

Title: Office Manager

Date: 11/23/16

E-mail address: Nicole @ Universaloperations.org

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 Universal Operations [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.):	47-2955174
Company Name submitting bid/proposal:	Universal Operations LLC
Mailing address:	PO Box 1757
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas

COUNTY OF Jefferson

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

on this day personally appeared Joel Hebert, who
(name)

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

"I, Joel Hebert am a duly authorized officer of/agent
(name)
for Universal Operations LLC and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Universal Operations LLC.
(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: Universal Operations LLC
3911 W Twin City Hwy Nederland TX 77627

Fax: 409-721-5090 Telephone# 409-284-6408

by: Joel Hebert Title: Supervisor
(print name)

Signature: Joel Hebert

SUBSCRIBED AND SWORN to before me by the above-named

Joel Hebert on

this the 23rd day of November, 2016.

Diane E Hejduk

Notary Public in and for
the State of Texas



Bidder Shall Return Completed Form with Offer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Fort Worth TX 76102		CONTACT NAME: Sarah Swindler PHONE (A/C. No. Ext.): 512-583-1542 E-MAIL ADDRESS: helpme@higginbotham.net FAX (A/C. No.): 817-882-9284
INSURED Universal Operations, LLC PO Box 1757 Nederland TX 77627		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 16535 22945

COVERAGES		CERTIFICATE NUMBER: 1097198591		REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PRA009295301	8/24/2016	8/24/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$100,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000	
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$	
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			UMB651362401	8/24/2016	8/24/2017	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$5,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	TSF0001292997	8/24/2016	8/24/2017	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	OTHEr \$1,000,000 \$1,000,000 \$1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									

The General Liability policy includes a blanket automatic additional insured provision that provides additional insured status and a blanket waiver of subrogation provision to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER		CANCELLATION	
Jefferson County 1149 Pearl St, 7th Floor Beaumont TX 77701		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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UNIVERSAL OPERATIONS LLC
P O BOX 1957
NEDERLAND TX 77627-1957

Bid No: IFB 16-030/45
Bid Name: TERM CONTRACT FOR mowing
FOR Jefferson County
Due DATE: 11:00 AM Tuesday 11/29/16

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 7701

CONTRACT

ADMINISTRATION/PROFESSIONAL SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this 5th day of December, 2016 by and between the County of Jefferson, Texas hereinafter called the “COUNTY”, acting herein by Jeff Branick, County Judge hereunto duly authorized, and David J. Waxman, Inc. hereinafter called “the Contractor”, acting herein by David J. Waxman, Vice President .

WITNESSETH THAT:

WHEREAS, the County of Jefferson desires to implement the following : Cheek Phase V - Sewer Improvements under the general direction of the Texas Community Development Block Grant (hereinafter called “TxCDBG”) Program administered by the Texas Department of Agriculture; and Whereas the County desires to engage David J. Waxman, Inc. to render certain professional /administration services in connection with this TxCDBG Project, Contract Number 7216231.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on December 5, 2016 . In any event, all of the services required and performed hereunder shall be completed no later than October 14, 2018.
3. Local Program Liaison - For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County’s TxCDBG contract with TDA.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$30,000.00 . Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys’ fees, arising out of the

Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

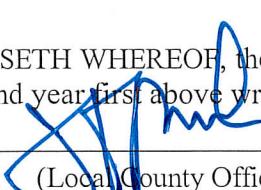
8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, *[and if applicable]*, including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: 

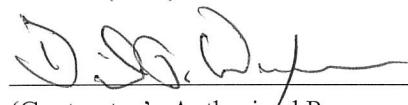
(Local County Official)

JEFF R. BRANICK

(Printed Name)

Jefferson County Judge

(Title)

BY: 

(Contractor's Authorized Representative)

David J. Waxman

(Printed Name)

Vice-President

(Title)

ATTEST
DATE


John G. Good, Chief Deputy

12/5/16



PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services: (*choose contracted services*)

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish County with necessary forms and procedures required for implementation of project.
6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report or County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to County regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the County's signature to acquire the property or to secure an easement; and
 - Assist the County in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the County during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Assist the County in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.

2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for County-owned property and/or Right of Way (ROWS).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by County and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.

6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist County in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist County in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist County in resolving any monitoring and audit findings.
3. Assist County in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

PART III

PAYMENT SCHEDULE

County shall reimburse (Contractor) for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	5%
• Completion of Environmental/Special Conditions Clearance	15%
• Completion of all Acquisition Activities	10%
• Completion of the Bid/Contract Award Process	15%
• Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	10%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
Total	100%

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II - Administrative Scope of Services. Localities may also opt to reimburse Professional Services Contracts on an hourly basis.

PART IV

TERMS AND CONDITIONS

1. **Termination for Cause.** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. **Termination for Convenience of the County.**

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. **Changes.** The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. **Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and

choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. **Governing Body.** No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- b. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- c. **Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person

in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT A

IFB 16-029/YS

Term Contract for Pick Ups, Vans, & Utility Vehicles for Jefferson County

Item	Description	Vendor	Brand, Make, Model, Warranty	Delivery Time	Price
1A	Pick Up, 1/2 Ton, Regular Cab, 2-Wheel Drive	Gunn Chevrolet LTD	Chevrolet, CC15930, 3yr/36,000 miles bumper to bumper, 5yr/100,000 miles powertrain	ARO 120 days	\$20,402.68
1B	Pick Up, 1/2 Ton, Extended Cab, 2-Wheel Drive	Freedom Chevrolet/Love Field CDJR	Ram, 1500 Ext Cab, Tradesman, 3yr/36,000 miles bumper to bumper, 5yr/100,000 miles powertrain	ARO 90-120 days	\$20,950.00
1C	Pick Up, 1/2 Ton, Crew Cab, 2-Wheel Drive	Caldwell Country Chevrolet	Chevrolet, Silverado 1500 Crew Cab, 4X2 SWB CC15543, 3yr/36,000 miles bumper to bumper, 5yr/100,000 miles powertrain	ARO 90 days	\$24,840.00
2A	Full Size Van, 15-Passenger, Extended, 2-Wheel Drive	Caldwell Country Chevrolet	Chevrolet, Express 3500 Extended Passenger Van CG33706, 3yr/36,000 miles bumper to bumper, 5yr/100,000 miles powertrain	ARO 90 days	\$27,489.00
3A	Utility Vehicle, 2-Wheel Drive, 4-Cylinder, 2.4L Engine	Silsbee Ford	Ford, 2017 Escape S FWD, 3yr/36,000 miles bumper to bumper, 5yr/60,000 miles powertrain	ARO 90 days	\$18,687.00
3B	Utility Vehicle, AWD, 4-Cylinder, 2.4L Engine	Cowboy Motor Co.	Jeep, 2017 Renegade Sport 4X4, 3yr/36,000 miles bumper to bumper, 5yr/100,000 miles powertrain	ARO 90 days	\$21,113.00

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): M, _____, _____, _____.

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

Caldwell Country Chevrolet

Company Name

PO Box 27

Address

Caldwell TX 77036

City

State

Zip

Averyt Knapp

Signature of Person Authorized to Sign

Averyt Knapp

Printed Name

Fleet Director

Title

For clarification of this offer, contact:

Averyt Knapp

Name

979-567-6116 979-567-0853

Phone

Fax

aknapp@caldwellcountry.com

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Pick Ups, Vans, & Utility Vehicles for Jefferson County. Contract Term: one (1) year from date of award.

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. 16-029/YS, Term Contract for Pick Ups, Vans, & Utility Vehicles for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

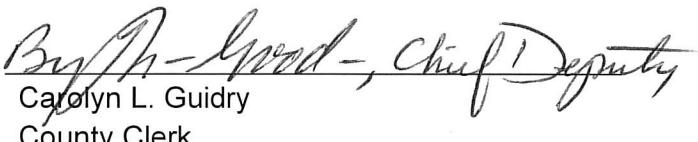


Jeff R. Branick
County Judge



Date

Attest:



Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

We acknowledge receipt of the following amendment(s): 1, , , .

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

Cowboy Motor Co.

Company Name

1305 ~~205~~ U.S. Hwy 96 Bypass JARROD RUNNELS

Address

For clarification of this offer, contact:

SILSBEE TX 77656

City

State

Zip

409-895-3858/409-895-3884

Phone

Fax

Jarrod Runnels

Signature of Person Authorized to Sign

FleetSales@outlook.com

E-mail

JARROD RUNNELS

Printed Name

FLEET SALES

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Pick Ups, Vans, & Utility Vehicles for Jefferson County. Contract Term: one (1) year from date of award.

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Countersigned:

Jeff R. Branick
County Judge

12/5/2014

Date

Attest:

By Carolyn L. Guidry, Chief Deputy
Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Freedom Chevrolet Lubbock COJR For clarification of this offer, contact:

Company Name

6320 Denton Pr

Address

Dallas

TX

75235

City

State

Zip

Tim Middlebrooks

Name

972-747-9438

Phone

214-350-0085

Fax

tim.middlebrooks@freedomflatsales.com

E-mail

Signature of Person Authorized to Sign

Tim Middlebrooks

Printed Name

Government Sales

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Pick Ups, Vans, & Utility Vehicles for Jefferson County. Contract Term: one (1) year from date of award.

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Countersigned:


Jeff R. Branick
County Judge


Carolyn L. Guidry
County Clerk

12/15/2014

Date

Attest:



Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 16-029/YS, _____, _____.

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

GUNN CHEVROLET LTD

Company Name

16550 1/4 BSN

Address

SELMA TEXAS 78154

City

State

Zip

Danny Mireles

Signature of Person Authorized to Sign

DANNY MIRELES

Printed Name

GOVERNMENT FLEET SALES REP.

Title

For clarification of this offer, contact:

DANNY MIRELES

Name

210-599-5000 ext 2029 210 599-4251

Phone

Fax

dmireles@gunnauto.com

E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Pick Ups, Vans, & Utility Vehicles for Jefferson County. Contract Term: one (1) year from date of award.

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.

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Countersigned:

Jeff R. Branick
County Judge

Date

12/15/2014

Attest:

By: Th. Good, Chief Deputy
Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): #1

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

SUBBEE FORD

Company Name

For clarification of this offer, contact:

1211 US HWY 96 N

Address

KEN DUNSON

Address

1

814

100

107

10

SILSbee, TX 77656 409-284-1009 409-895-3884

City _____ State _____ Zip _____

Signature of Person Authorized to Sign

Phone Fax
JBELEHER.SILSBEE.FLEET@GMAIL.COM
E-mail

ROBERT C. SWAN

Printed Name

FLEET DIRECTOR

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

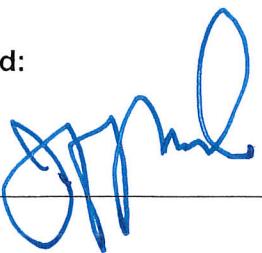
The Offer is hereby accepted for the following items: Pick Ups, Vans, & Utility Vehicles for Jefferson County. Contract Term: one (1) year from date of award.

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. 16-029/YS, Term Contract for Pick Ups, Vans, & Utility Vehicles for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge


12/5/2014

Date

Attest:


Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

**CONTRACT RENEWAL FOR IFB 14-047/JW
TERM CONTRACT FOR INMATE SHOES FOR JEFFERSON
COUNTY**

The County entered into a contract with Bob Barker Company for one (1) year, from December 15, 2014 to December 14, 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 second one-year option to renew the contract for one (1) additional year from December 15, 2016 to December 14, 2017.

13

12

ATTEST:


Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
Bob Barker Company


Erika Flynn
(Name)

Bob Barker Company, Inc.
134 N. Main Street
Fuquay Varina, NC 27526



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

AMENDMENT IV TO CONTRACT

November 29, 2016

Excel Medical Waste Disposal
6410 Long Drive
Houston TX 77087
Attention: Mr. Lee McMorries

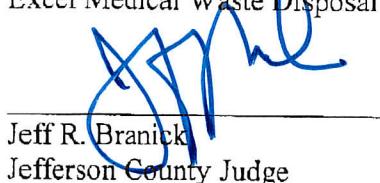
Dear Mr. McMorries:

This letter will serve as Amendment IV (four) to contract IFB 15-011/JW, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County.

Amendment IV (four) will add Biomedical Waste service for Jefferson County Correctional Facility, Property Division, 5030 Highway 69 South, Beaumont TX, 77705, Biomedical Waste Containers at \$35.00 per container per haul, \$35.00 per container per month, on an as needed/on call basis.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail (ysauer@co.jefferson.tx.us).


Excel Medical Waste Disposal


Jeff R. Branick
Jefferson County Judge

11.29.16

Date

12/5/2014

Date



TO: Jefferson County – Purchasing Agent
 FROM: Scott Blanchard
 Date: October 17, 2016
 RE: APAC-Texas, Inc. Name Change

Dear Ms. Clark:

We are pleased to notify you that APAC-Texas, Inc., is in the process of an important internal and external rebranding effort in which our corporate entity name will change from APAC-Texas, Inc., to **Oldcastle Materials Texas, Inc.** The change will become effective on November 7, 2016.

This change will not impact you or the way you do business with us in any significant way; rather, its purpose is simply to help better align the internal divisions of our group geographically with our corporate organization, Oldcastle Materials. In short, you'll continue to work with the same people you always have, and we will continue to provide the same dependability and excellent customer service that you are accustomed to.

As we prepare to implement this rebranding project, we respectfully request your assistance in identifying any requirements needed in order for us to continue to bid on projects in Jefferson County following this name change. Such requirements may include updating qualifications or other paperwork, bidding procedures or signatories, and bonds or insurance certificates. It is important to note that **while our name will change as a result of this rebranding, our federal employer identification number will not.**

We will make every effort to minimize any disruption to you, and will ensure that the process goes as smoothly as possible following the change of our corporate entity name.

If you have any questions, please feel free to contact Scott Blanchard at 409-866-1444. We are here to assist you with this process, and ensure that the transition is as seamless as possible. We appreciate you working with us as we proceed forward.

Yours sincerely,

Oldcastle Materials Texas, Inc.

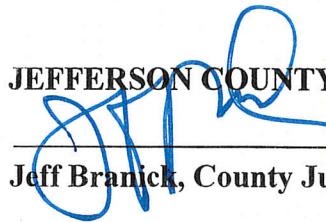
By: *Scott Bll*

Scott Blanchard, Asst. Secretary

ATTEST:

By J. L. Guidry, Chief Deputy
 Carolyn L. Guidry, County Clerk


JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge





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 of "Deborah Clark" in cursive script.

Date: November 29, 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
December 5, 2016

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
252nd DISTRICT COURT	4-DRAWER FILE CABINET		
252nd DISTRICT COURT	BLACK CART ON WHEELS		
252nd DISTRICT COURT	SMALL BROWN FOLDING TABLE		13045
<i>contact person: Kellie Holmes</i>			
DRUG IMPACT COURT	CHAIR		30233
DRUG IMPACT COURT	CHAIR		30242
DRUG IMPACT COURT	CHAIR		30247
DRUG IMPACT COURT	CHAIR		15363
<i>contact person: Christy DeRouen</i>			
CORRECTIONAL FACILITY	DELL MONITOR	60229AD4RP	
CORRECTIONAL FACILITY	DELL MONITOR	602296CYXH	
<i>contact person: Mistey Reeves</i>			
MAINTENANCE - CAFÉ	MICROWAVE		34277



Resolution

STATE OF TEXAS

§ COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§ OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 5th day of December, 2016, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

WHEREAS, David H. Pouncy has devoted 30 years of his life to serving the citizens of Jefferson County with pride and professionalism; and

WHEREAS, David H. Pouncy has made an outstanding contribution to the Jefferson County Adult Probation Department and the quality of criminal justice in Jefferson County. During his career with Jefferson County, he served admirably in the capacity of Community Service Coordinator.

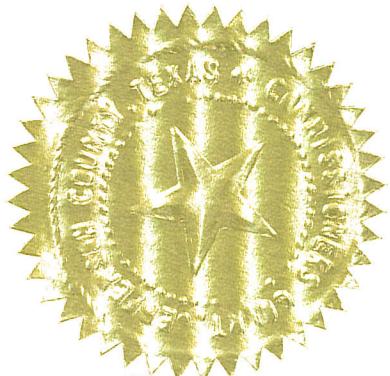
WHEREAS, through hard work and commitment to excellence, David H. Pouncy has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Adult Probation Department, David H. Pouncy is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by his friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend David H. Pouncy for his dedicated service as a valuable employee of the Jefferson County Adult Probation Department and wishes him well in his retirement.

SIGNED this 5th day of December, 2016.

JUDGE JEFF R. BRANICK
County Judge



EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

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

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

EVERETTE D. ALFRED
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	85.00	427985	85.00**
ROAD & BRIDGE PCT.#1			
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	70.00**
ROAD & BRIDGE PCT.#2			
ENTERGY	104.97	427848	
DE LAGE LANDEN PUBLIC FINANCE	90.00	427951	194.97**
ROAD & BRIDGE PCT. # 3			
ABLE FASTENER, INC.	16.13	427829	
TAYLOR METAL WORKS, INC.	75.00	427835	
AUDILET TRACTOR SALES	39.50	427836	
OFFICE DEPOT	.00	427864	
ROMERO GLASS CO.	370.00	427872	
AT&T	72.11	427876	
MATHESON TRI-GAS	32.11	427885	
AUTO ZONE	221.98	427888	
SOUTHERN TIRE MART, LLC	530.68	427889	
PARKER LUMBER	482.52	427943	
DE LAGE LANDEN PUBLIC FINANCE	140.00	427951	
RELADYNE	304.59	427964	
ROAD & BRIDGE PCT.#4			2,284.62**
CITY OF BEAUMONT - WATER DEPT.	19.60	427838	
ENTERGY	998.22	427848	
M&D SUPPLY	69.94	427856	
MUNRO'S	68.79	427860	
OFFICE DEPOT	229.27	427864	
OIL CITY TRACTORS, INC.	42.61	427865	
SMART'S TRUCK & TRAILER, INC.	131.46	427873	
CDW COMPUTER CENTERS, INC.	189.98	427894	
BELT SOURCE	110.92	427929	
HLAVINKA EQUIPMENT COMPANY	320.73	427935	
INTERSTATE ALL BATTERY CENTER - BMT	338.85	427941	
DE LAGE LANDEN PUBLIC FINANCE	229.79	427951	
ON TIME TIRE	85.99	427954	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	492.83	427965	
ENGINEERING FUND			3,328.98**
DE LAGE LANDEN PUBLIC FINANCE	460.94	427951	460.94**
PARKS & RECREATION			
ENTERGY	103.67	427848	
LOWE'S HOME CENTERS, INC.	240.94	427918	
MARTIN MARIEETA MATERIALS	1,963.60	427982	
GENERAL FUND			2,308.21**
STEPHEN L TOWNSEND	128.00	427995	128.00*
TAX OFFICE			
NADA APPRAISAL GUIDES, INC.	620.00	427861	
PITNEY BOWES, INC.	580.00	427868	
TERRY WUENSCHEL	398.40	427892	
UNITED STATES POSTAL SERVICE	651.31	427912	
DE LAGE LANDEN PUBLIC FINANCE	370.00	427951	
RT LAWRENCE CORPORATION	6,389.00	427955	
ALLISON GETZ	557.10	427978	
NADINE POLK	398.40	427986	
ELISHA MONTIEL	127.00	427993	
COUNTY HUMAN RESOURCES			10,091.21*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	8.11 70.00	427912 427951	78.11*
AUDITOR'S OFFICE			
OFFICE DEPOT UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	599.94 7.58 70.00	427864 427912 427951	677.52*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	152.21 1,052.82	427912 427951	1,205.03*
COUNTY JUDGE			
OFFICE DEPOT UNITED STATES POSTAL SERVICE JEFF R BRANICK DE LAGE LANDEN PUBLIC FINANCE JAN GIROUARD & ASSOCIATES LLC	34.91 .47 608.66 70.00 600.00	427864 427912 427931 427951 427988	1,314.04*
RISK MANAGEMENT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	70.00*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	248.50 331.89	427912 427951	580.39*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER CIT TECHNOLOGY FINANCING SERVICE DE LAGE LANDEN PUBLIC FINANCE	435.13 499.00 1,200.00	427866 427937 427951	2,134.13*
PURCHASING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	70.00*
GENERAL SERVICES			
DYNAREX CORP CASH ADVANCE ACCOUNT TIME WARNER COMMUNICATIONS TIME WARNER COMMUNICATIONS	197.98 25.00 606.89 2,442.76	427834 427853 427880 427881	3,272.63*
DATA PROCESSING			
OFFICE DEPOT DE LAGE LANDEN PUBLIC FINANCE	52.04 70.00	427864 427951	122.04*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	930.57 70.00	427912 427951	1,000.57*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE ENTERPRISE RENT-A-CAR DE LAGE LANDEN PUBLIC FINANCE	469.19 1,403.34 271.65	427912 427936 427951	2,144.18*
DISTRICT ATTORNEY			
NELL MCCALLUM & ASSOC., INC. OFFICE DEPOT TDCAA BOOK ORDERS TEXAS DISTRICT & COUNTY ATTY ASSN. UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE THOMSON REUTERS-WEST	272.78 99.99 350.00 350.00 141.89 480.00 215.68	427857 427864 427878 427882 427912 427951 427960	

NAME	AMOUNT	CHECK NO.	TOTAL
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	427973	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	427974	
TEXAS WORKFORCE COMMISSION	1,500.00	427980	3,552.34*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	190.71 70.00	427912 427951	260.71*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	1.33 441.64	427912 427951	442.97*
58TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	70.00*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	1.20 70.00	427912 427951	71.20*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	1.60 70.00	427912 427951	71.60*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	70.00*
252ND DISTRICT COURT			
DAVID GROVE WENDELL RADFORD KEVIN S. LAINE UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE M.K. HAMZA, PHD, P.A.	200.00 900.00 1,987.00 1.60 70.00 800.00	427832 427870 427891 427912 427951 427957	3,958.60*
279TH DISTRICT COURT			
MARILYN ADAMS ANITA F. PROVO KEVIN S. LAINE LEXIS-NEXIS JOEL WEBB VAZQUEZ P DEAN BRINKLEY DE LAGE LANDEN PUBLIC FINANCE MELANIE AIREY LAW OFFICE OF J SCOTT FREDERICK ANDREW P GERTZ	543.75 75.00 325.00 56.00 150.00 345.00 70.00 75.00 150.00 75.00	427830 427869 427891 427913 427925 427944 427951 427975 427976 427979	1,864.75*
317TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	70.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	11.92 90.00	427912 427951	101.92*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	70.00*
JUSTICE COURT-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	90.00	427951	90.00*
JUSTICE COURT-PCT 6			

NAME

AMOUNT

CHECK NO.

TOTAL

UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	16.58 70.00	427912 427951	86.58*
JUSTICE COURT-PCT 7			
AT&T	31.18	427876	31.18*
JUSTICE OF PEACE PCT. 8			
CASH ADVANCE ACCOUNT DE LAGE LANDEN PUBLIC FINANCE	725.17 70.00	427853 427951	795.17*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	1.20 245.92	427912 427951	247.12*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE LANGSTON ADAMS DE LAGE LANDEN PUBLIC FINANCE JARED GILTHORPE SAMUEL & SON LAW FIRM PLLC AMY TOMLINSON	5.19 250.00 70.00 250.00 250.00 500.00	427912 427920 427951 427967 427968 427984	1,325.19*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE LANGSTON ADAMS DE LAGE LANDEN PUBLIC FINANCE MATUSKA LAW FIRM	4.79 350.00 70.00 300.00	427912 427920 427951 427966	724.79*
COURT MASTER			
JUDGE LARRY GIST DE LAGE LANDEN PUBLIC FINANCE	1,880.94 70.00	427846 427951	1,950.94*
MEDIATION CENTER			
OFFICE DEPOT UNITED STATES POSTAL SERVICE 4IMPRINT, INC. DE LAGE LANDEN PUBLIC FINANCE	467.31 2.75 146.93 70.00	427864 427912 427915 427951	686.99*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	427951	280.00*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND OFFICE DEPOT AMERICAN POLYGRAPH ASSOCIATION UNITED STATES POSTAL SERVICE BEAUMONT OCCUPATIONAL SERVICE, INC. FIVE STAR FEED DE LAGE LANDEN PUBLIC FINANCE	32.21 871.22 150.00 938.37 32.95 238.72 800.00	427840 427864 427896 427912 427916 427922 427951	3,063.47*
CRIME LABORATORY			
FISHER SCIENTIFIC VERIZON WIRELESS DE LAGE LANDEN PUBLIC FINANCE JULIE HANNON ATTAINIT	107.89 113.97 90.00 600.00 19,043.38	427845 427910 427951 427961 427983	19,955.24*
JAIL - NO. 2			
MARK ELLIS DE LAGE LANDEN PUBLIC FINANCE	190.00 1,280.00	427930 427951	1,470.00*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	1,282.18	427853	
LARONDA TURNER	103.68	427867	
UNITED STATES POSTAL SERVICE	10.26	427912	
DE LAGE LANDEN PUBLIC FINANCE	140.00	427951	1,536.12*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	224.05	427833	
EPS	1,362.89	427844	
OAK FARM DAIRY	622.47	427890	
FLOWERS FOODS	188.51	427923	
BEN E KEITH FOODS	50.70	427924	
VANSCHECA SANDERS-CHEVIS	400.00	427932	
FIRETROL PROTECTION SYSTEMS, INC.	625.05	427940	
ATTABOY TERMITE & PEST CONTROL	80.00	427942	
DE LAGE LANDEN PUBLIC FINANCE	229.79	427951	
A1 FILTER SERVICE COMPANY	183.79	427953	3,967.25*
CONSTABLE PCT 1			
KAY ELECTRONICS, INC.	94.00	427854	
UNITED STATES POSTAL SERVICE	32.72	427912	
DE LAGE LANDEN PUBLIC FINANCE	323.13	427951	449.85*
CONSTABLE-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	150.00	427874	
TEXAS STATE UNIVERSITY SAN MARS	150.00	427875	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	
TRANSUNION RISK AND ALTERNATIVE	70.00	427972	440.00*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	3.59	427912	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	73.59*
CONSTABLE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	322.93	427951	322.93*
AGRICULTURE EXTENSION SVC			
DE LAGE LANDEN PUBLIC FINANCE	200.00	427951	200.00*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	427837	
CLAYBAR FUNERAL HOME, INC.	999.00	427841	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	427843	
ENTERGY	138.19	427849	
UNITED STATES POSTAL SERVICE	55.40	427912	
DE LAGE LANDEN PUBLIC FINANCE	372.43	427951	4,565.02*
HEALTH AND WELFARE NO. 2			
OFFICE DEPOT	60.77	427864	
AT&T	31.18	427876	
DE LAGE LANDEN PUBLIC FINANCE	140.00	427951	231.95*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	1,292.56	427895	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	1,362.56*
CHILD WELFARE UNIT			
SEARS COMMERCIAL CREDIT	2,692.87	427917	2,692.87*
ENVIRONMENTAL CONTROL			
CASH ADVANCE ACCOUNT	229.87	427853	
DE LAGE LANDEN PUBLIC FINANCE	323.13	427951	553.00*
INDIGENT MEDICAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
CARDINAL HEALTH 110 INC	59,471.78	427963	
DANA JOHNSON	1,725.00	427969	61,196.78*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	427910	150.00*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	280.74	427838	
ENTERGY	396.77	427848	
AT&T	221.96	427876	
TEXAS DEPT OF LICENSING &	280.00	427883	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	1,249.47*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	852.27	427839	
COBURN'S GROVES (5)	124.00	427842	
AT&T	1,343.29	427876	
HOWARD'S AUTO SUPPLY	36.25	427893	
LOWE'S HOME CENTERS, INC.	17.98	427918	
PARKER LUMBER	80.07	427943	
DE LAGE LANDEN PUBLIC FINANCE	140.00	427951	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	86.80	427977	2,680.66*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	70.51	427840	
ENTERGY	467.15	427848	
NOACK LOCKSMITH	30.00	427862	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	637.66*
SERVICE CENTER			
INTERSTATE BATTERIES OF BEAUMONT/PA	121.89	427850	
J.K. CHEVROLET CO.	12.55	427851	
KINSEL FORD, INC.	770.62	427855	
MUNRO'S	39.45	427860	
RITTER @ HOME	32.97	427871	
JEFFERSON CTY. TAX OFFICE	7.50	427897	
JEFFERSON CTY. TAX OFFICE	7.50	427898	
JEFFERSON CTY. TAX OFFICE	7.50	427899	
JEFFERSON CTY. TAX OFFICE	7.50	427900	
JEFFERSON CTY. TAX OFFICE	7.50	427901	
JEFFERSON CTY. TAX OFFICE	7.50	427902	
JEFFERSON CTY. TAX OFFICE	7.50	427903	
JEFFERSON CTY. TAX OFFICE	16.75	427904	
JEFFERSON CTY. TAX OFFICE	16.75	427905	
JEFFERSON CTY. TAX OFFICE	16.75	427906	
JEFFERSON CTY. TAX OFFICE	16.75	427907	
JEFFERSON CTY. TAX OFFICE	16.75	427908	
JEFFERSON CTY. TAX OFFICE	16.75	427909	
BUMPER TO BUMPER	269.08	427926	
AMERICAN TIRE DISTRIBUTORS	902.56	427938	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	
MIGHTY OF SOUTHEAST TEXAS	123.54	427952	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	381.48	427965	
TEXAS DEPARTMENT OF MOTOR VEHICLES	30.00	427981	2,907.14*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.97	427912	
DE LAGE LANDEN PUBLIC FINANCE	240.00	427951	149,657.43**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	35.68	427840	
MUNRO'S	82.20	427860	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	187.88**
LATERAL ROADS- PRECINCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
GULF COAST	591.60	427992	591.60**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	70.00**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	427916	32.95**
SECURITY FEE FUND			
OFFICE DEPOT	70.37	427864	
STEPHEN L TOWNSEND	5.00	427995	75.37**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER	992.73	427919	
DE LAGE LANDEN PUBLIC FINANCE	70.00	427951	
THOMSON REUTERS-WEST	2,110.68	427959	
O'CONNOR'S	219.00	427987	
STEPHEN L TOWNSEND	10.00	427995	3,402.41**
EMPG GRANT			
VERIZON WIRELESS	28.51	427910	28.51**
GRANT A STATE AID			
HAYS COUNTY	20,582.00	427887	20,582.00**
COMMUNITY SUPERVISION FND			
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	300.00	427852	
OFFICE DEPOT	1,127.71	427864	
UNITED STATES POSTAL SERVICE	83.60	427912	
REDWOOD TOXICOLOGY LABORATORY	192.85	427933	
JCCSC	150.00	427946	
JCCSC	250.00	427947	2,104.16**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC.	85.00	427831	
ALL STAR PLUMBING	112.60	427833	
CITY OF BEAUMONT - WATER DEPT.	560.65	427838	
M&D SUPPLY	16.18	427856	
KIM MCKINNEY, LPC, LMFT	750.00	427858	
OFFICE DEPOT	229.47	427864	
SYSKO FOOD SERVICES, INC.	3,026.38	427877	
TIME WARNER COMMUNICATIONS	35.04	427879	
PETTY CASH - RESTITUTION I	85.94	427886	
BEN E KEITH FOODS	2,133.23	427924	
ATTABOY TERMITIC & PEST CONTROL	50.00	427942	
ROCHESTER ARMORED CAR CO INC	114.75	427945	
DE LAGE LANDEN PUBLIC FINANCE	140.00	427951	
MATERA PAPER COMPANY INC	332.05	427958	
GLOBAL TEL*LINK CORP	1,000.00	427971	
LATOYA MCCOY	40.00	427991	8,711.29**
COMMUNITY CORRECTIONS PRG			
CASH ADVANCE ACCOUNT	459.54	427853	
DE LAGE LANDEN PUBLIC FINANCE	90.00	427951	549.54**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	427951	80.00**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.15	427912	
BEAUMONT HERITAGE SOCIETY	100.00	427921	
VISTA SG	13,322.52	427934	

NAME	AMOUNT	CHECK NO.	TOTAL
STEPHEN L TOWNSEND	15.00	427995	13,438.67**
FORENSIC SCIENCE FED GRT			
SORENSEN FORENSIC	9,180.00	427956	9,180.00**
FAMILY PROTECTION FEE FND			
STEPHEN L TOWNSEND	15.00	427995	15.00**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	110.39	427860	
OFFICE DEPOT	50.37	427864	
TRI-CITY COFFEE SERVICE	38.90	427884	
DE LAGE LANDEN PUBLIC FINANCE	315.00	427951	
CINTAS CORPORATION	127.82	427989	642.48**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	427951	
STEPHEN L TOWNSEND	5.00	427995	145.00**
AIRPORT FUND			
CITY OF NEDERLAND	467.99	427840	
UNITED STATES POSTAL SERVICE	2.33	427912	
HERBERT "DUKE" YOJMANS	489.03	427928	
DE LAGE LANDEN PUBLIC FINANCE	140.00	427951	
MEGAN LANDRY	429.20	427970	1,528.55**
SETEC FUND			
GRAYBAR ELECTRIC COMPANY, INC.	1,301.46	427847	
IMPACT WASTE LLC	580.00	427990	1,881.46**
LIABILITY CLAIMS ACCOUNT			
MEHAFFY & WEBER	25,515.80	427859	
ARIM VAZQUEZ	3,542.24	427994	29,058.04**
WORKER'S COMPENSATION FD			
TRISTRAR RISK MANAGEMENT	9,157.62	427927	9,157.62**
DISTRICT CLERK FILING FEE			
STEPHEN L TOWNSEND	45.00	427995	45.00**
ELECTRONIC FILING FEE			
STEPHEN L TOWNSEND	30.00	427995	30.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,706.00	427800	
CLEAT	324.00	427801	
JEFFERSON CTY. TREASURER	17,976.13	427802	
RON STADTMUELLER - CHAPTER 13	530.00	427803	
INTERNAL REVENUE SERVICE	475.00	427804	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,020.00	427805	
JEFFERSON CTY. COMMUNITY SUP.	9,708.80	427806	
JEFFERSON CTY. TREASURER - HEALTH	458,982.28	427807	
JEFFERSON CTY. TREASURER - GENERAL	35.00	427808	
JEFFERSON CTY. TREASURER - PAYROLL	1,708,717.83	427809	
JEFFERSON CTY. TREASURER - PAYROLL	675,337.69	427810	
MONY/MLOA	173.63	427811	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,031.73	427812	
TGSLC	402.71	427813	
UNITED WAY OF BEAUMONT & N JEFFERSON	54.31	427814	
JEFFERSON CTY. TREASURER - TCDRS	646,224.27	427815	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,696.65	427816	
JEFFERSON COUNTY TREASURER	2,635.49	427817	

NAME

AMOUNT

CHECK NO.

TOTAL

JEFFERSON COUNTY - TREASURER -	6,445.82	427818
NECHES FEDERAL CREDIT UNION	56,737.67	427819
JEFFERSON COUNTY - NATIONWIDE	55,882.50	427820
TENNESSEE CHILD SUPPORT	115.38	427821
SBA - U S DEPARTMENT OF TREASURY	168.49	427822
CALIFORNIA STATE DISBURSEMENT UNIT	155.53	427823
WILLIAM E HEITKAMP	755.01	427824
JOHN TALTON	2,160.77	427825
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	427826
BELINDA M ZURITA	230.77	427827
UNITED STATES TREASURY	2,446.30	427828
JEFFERSON CTY. TREASURER - PAYROLL	191,169.05	427996
JEFFERSON CTY. TREASURER - PAYROLL	15,729.40	427997
APPELLATE JUDICIAL SYSTEM		3,878,078.06**
STEPHEN L TOWNSEND	5.00	427995
DISTRICT CRT RECORDS TECH		5.00**
STEPHEN L TOWNSEND	10.00	427995
MARINE DIVISION		10.00**
SIERRA SPRING WATER CO. - BT	114.47	427914
BUMPER TO BUMPER	29.24	427926
C & I OIL COMPANY INC	9,251.16	427939
		9,394.87***
		4,147,415.61***

**AGENDA ITEM****December 5, 2016**

Receive and file executed Amended Agreement between Jefferson County, Texas and Tim Richardson as professional consultant to assist in recovery Deepwater Horizon Restoration Funds for the period of October 1, 2016- September 30, 2017.

AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Identify key people at BP who need to be educated about the restoration benefits available to Restore the Gulf by working the County and communicate with them; make introductions for County officials and participate in meetings with these contacts;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin October 1, 2016 and expire on September 30, 2017 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) Insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in its or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the County shall pay Consultant \$126,000 annually at \$10,500 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, Jefferson County; jbranick@co.jefferson.tx.us ; office: 409-835-8466.

Tim Richardson, consultant, tlrs@rcn.com; office: 301-770-6496; mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent of the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

- a) If to the County, to:
Honorable Jeff Branick
Jefferson County
County Court House
1149 Pearl Street
Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson
6707 Old Stage Road
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. EQUAL OPPORTUNITY

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

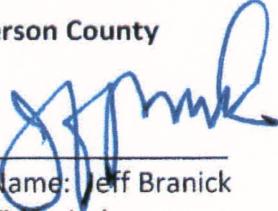
C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and

cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By 

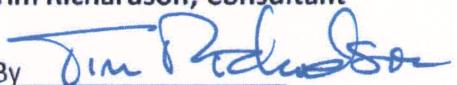
Name: Jeff Branick

Title: Judge

EIN _____

Date 11-28-2016

Tim Richardson, Consultant

By 

Name: Tim Richardson

EIN 370-60-3504

Date 11-28-2016

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:



Signature of Consultant

11-28-2016

Date



LONA
Scans to all
Commissioners
and Patrick

RECEIVED NOV 02 2016

TINA BENOIT
COURT COORDINATOR
MELANIE SMITH
COURT COORDINATOR

COUNTY COURT AT LAW NO. 2

CORY J. H. CRENSHAW, JUDGE
JEFFERSON COUNTY COURTHOUSE
1085 PEARL STREET, SUITE # 207
BEAUMONT, TEXAS 77701
(409) 835-8429

ELIZABETH PARKS
COURT REPORTER
SCOTT PEPO
BAILIFF

November 2, 2016

Dear Judge Branick:

With the special election to fill the remainder of the term of the late Judge Lupe Flores upon us, I am writing to tender notice to you and the Commissioners Court of my intent to make December 3, 2016, the final day of my appointment.

Serving the citizens of our great county as judge has been an incredible experience and the highpoint of my professional career. From the hardworking staff who graciously accepted me into their court family to serving victims of crime, jurors, law enforcement, attorneys, the accused citizens, and others, my term has been truly enjoyable and humbling.

Furthermore, I am pleased to report that I am leaving the docket in excellent shape after disposing of nearly 5,000 cases in the short 17 months of my appointment. Upon assuming the bench in July of 2015, we had over 4,000 cases pending in the court and we now have just over 2,300 cases, reducing the docket by nearly half. Active cases, which consume the majority of our resources, have been reduced almost 60% from a backlog of over 1,400 cases to just over 600 cases. During my tenure, we conducted approximately 50 jury trials with no reversals to date by the appellate courts. We have achieved all of this while being good stewards of taxpayer dollars, streamlining the docket and discovery in DWI cases, and bringing long overdue reforms to our bail system which make for a much fairer and efficient system. I pray the community is proud of our accomplishments and we have been a good partner in ensuring that justice and fairness prevail for everyone.

My sincere thanks to you and the commissioners for their confidence in allowing me to serve my community as judge of County Court at Law No. 2. Please let me know if I can ever be of service again as I will be starting my own local law practice and I am always available to serve the community that we all love and want to make safer and more prosperous.

Respectfully,

A handwritten signature in black ink, appearing to read "Cory J. H. Crenshaw".

Cory J. H. Crenshaw

Jefferson County

Everette "Bo" Alfred
Commissioner



RECEIVED NOV 30 2016

Precinct Four

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Loma George
Hon. Jeff Branick's Office

FROM: Commissioner Everette *Alfred*

DATE: November 29, 2016

RE: Agenda Item

Please place this item on the Agenda for Monday, December 5, 2016:

Consider and possibly approve the re-appointment of Karl Holmes by Commissioner Alfred, to the Southeast Texas Government Employee Benefits Pool Board of Trustees effective January 1, 2017.

Thank you.

EA/nr

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

November 21, 2016, 2016

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for December 5, 2016

Consider and possible approve the re-appointment of Commissioner Ralph Muzzillo, Position 2 and Commissioner John Johnson, Position 3 to a two year term of office as commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners.

Thank you,

A handwritten signature in black ink that reads "Eddie Arnold".

Eddie Arnold
County Commissioner, Pct. #1

Budget Account

Acct. #	Description	Vendor	Amount	Explanation
865-3054-421- 40-09	Marine Division Training and Education	Night Flight Concepts	11,000.00	Annual Pilot Training



BOB WORTHAM
CRIMINAL DISTRICT ATTORNEY

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

PAT KNAUTH
First Assistant

ASHLEY MOLFINO
Criminal Chief

WAYLN THOMPSON
Appellate Chief

CORY KNEELAND
Chief of Intake

GARY REAVES
Executive Assistant

KATHLEEN M. KENNEDY
Civil Chief

RANDI KING
Family Chief

JAMES ARCENEAUX
Chief Investigator

December 5, 2016

Please consider and approve reallocation of budgeted salary funds of four attorneys in the Criminal District Attorney's Office. Such reallocation is necessary in order to compensate those salaried positions for reallocated responsibilities.

REDUCE SALARY OF EXECUTIVE ASSISTANT POSITION #2

Decrease salary of position #2 by \$8,068.00
Current max salary is at \$122,818.00
Salary will be at \$114,750.00

REDUCE SALARY OF ATTORNEY POSITION #17

Decrease salary of position #17 by \$8,356.00
Current max salary is at \$94,958.00
Salary will be at \$86,602.00

REDUCE SALARY OF ATTORNEY POSITION #1

Decrease salary of position #1 by \$13,514.00

Current salary is at \$90,281.00

Salary will be at \$76,767.00

INCREASE SALARY OF ATTORNEY POSITION #39

Increase salary of position #39 by \$29,938.00

Current max salary is at \$71,682.00

New Max Salary will be at \$101,620.00

We want to use some monies from Post. #2, #17 and Post. #1 to make up the \$29,938.00

Special, December 05, 2016

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 05, 2016