

Notice of Meeting and Agenda and Minutes
January 09, 2017

REGULAR, 1/9/2017 1:30:00 PM

BE IT REMEMBERED that on January 09, 2017, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, 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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ADDENDUM TO
NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
January 09, 2017

Notice having been heretofore posted of a **Regular** to Commissioners' Court of Jefferson County, Texas, on the **09th** day of **January 2017** in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas. notice is hereby given of the following additional subject to be considered:

ADDENDUMS

Notice of Meeting and Agenda and Minutes
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PURCHASING:

1. Receive and file bid for Invitation for Bid (IFB 16-037/JW), Sale of Used Judge's Chair.

SEE ATTACHMENTS ON PAGES 10 - 21

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 16-037/JW), Sale of Used Judge's Chair to Judge Milton G. Shuffield, in the amount of \$100.00.

SEE ATTACHMENTS ON PAGES 22 - 23

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve Action Civil Engineers, PLLC to perform services as a subcontractor to LJA Engineering for (RFQ 16-033/JW), Engineering Services for Community Development Block Grant Program – Phase V. As per the contract terms regarding subcontracting, LJA Engineering has formally requested in writing to subcontract services with Action Civil Engineering, PLLC for this project due to their past experience and knowledge of improvements for the Cheek drainage and sewer systems.

SEE ATTACHMENTS ON PAGES 24 - 25

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

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4. Consider and approve, execute, receive and file an agreement with Verizon Wireless for purchases for Jefferson County pursuant to State of Texas (DIR Contract No. DIR-TSO-3415) for existing account number (0410015922-00001). This new state contract will replace the expired State of Texas (DIR Contract No. DIR-SDD-1779.)

SEE ATTACHMENTS ON PAGES 26 - 26

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

5. Consider and approve inter-department transfers of 2010 Ford F-150 Pickup Truck VIN #1FTFW1EV9AKA24516 from Emergency Management to Service Center as authorized by Local Government Code §262.011 (j).

SEE ATTACHMENTS ON PAGES 27 - 28

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

6. Consider and approve inter-department transfer of 2008 Ford Expedition VIN #1FMF15518LA44285 from Sheriff to County Clerk Elections as authorized by Local Government Code §262.011 (j).

SEE ATTACHMENTS ON PAGES 29 - 30

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

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COUNTY AIRPORT:

7. Consider and approve the following position elimination, reclassifications, and increases for the Airport: elimination of the ARFF Fire Chief position (annual budget \$62,447), reclassification of the Airport Operations Manager (Grade 59 – annual budget \$54,675) to an Operation Manager/ARFF Chief/Security position (Grade 66 – annual budget \$70,000), reclassification of an Account Clerk (Grade 40 – annual budget \$34,202) position to a Fuel Service Supervisor position (Grade 46 – annual budget of \$45,000), and increases to three groundskeepers (increase of \$4,391 per position to an annual budget of \$33,023 or 118% of the salary range). The total annual savings including benefits would be about \$42,000 with a savings in the during the remaining budget year of about \$31,000.

SEE ATTACHMENTS ON PAGES 31 - 35

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

8. Regular County Bills - check #428841 through checks #429007.

SEE ATTACHMENTS ON PAGES 36 - 44

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

9. Consider and approve budget amendment – General Services – additional cost.

120-1024-419-1099	TERMINATION ALLOWANCE	\$520,000.00	
120-1024-419-2001	F.I.C.A. EXPENSE	\$40,000.00	
120-1024-419-2002	EMPLOYEES' RETIREMENT	\$90,000.00	
120-1024-419-5097	PARTICIPATION		\$350,000.00
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$300,000.00

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SEE ATTACHMENTS ON PAGES 45 - 45

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

10. Consider and approve budget transfer – Airport – replacement of tractor.

510-7091-463-6042	TRUCKS & TRAILERS	\$84,500.00	
510-7091-463-3036	AVIATION FUEL		\$84,500.00

SEE ATTACHMENTS ON PAGES 46 - 46

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

11. Consider and approve budget amendment – Sheriff – transfer Major position from Jail to Sheriff.

120-3059-421-1048	MAJOR	\$63,000.00	
120-3059-421-2001	F.I.C.A. EXPENSE	\$4,820.00	
120-3059-421-2002	EMPLOYEES' RETIREMENT	\$10,836.00	
120-3059-421-2003	EMPLOYEES' INSURANCE	\$9,824.00	
120-3059-421-2007	CELLULAR PHONE ALLOWANCE	\$675.00	
120-3062-423-1048	MAJOR		\$63,000.00
120-3062-423-2001	F.I.C.A. EXPENSE		\$4,820.00
120-3062-423-2002	EMPLOYEES' RETIREMENT		\$10,836.00
120-3062-423-2003	EMPLOYEES' INSURANCE		\$9,824.00
120-3062-423-2007	CELLULAR PHONE ALLOWANCE		\$675.00

SEE ATTACHMENTS ON PAGES 47 - 48

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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COUNTY COMMISSIONERS:

12. Consider, possibly approve and authorize the County Judge to execute an Agreement between Jefferson County, Texas and the Texas Department of Agriculture for the Community Development Fund, Contract No. 7216231, for the period of December 30, 2016-December 29, 2018.

SEE ATTACHMENTS ON PAGES 49 - 71

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

13. Consider and possibly approve a Resolution to approve the grant application of the Jefferson County Family Drug Treatment Court, Grant Number 1869012, for the 2017-2018 fiscal year.

SEE ATTACHMENTS ON PAGES 72 - 72

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

14. Consider, approve and ratify the hiring of Anthony Cormier as a Deputy Constable/Bailiff with Constable Precinct No. 7, in accordance with Local government code section 86.011.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

15. Consider and possibly approve a Resolution to approve a grant application for the Jefferson County Family Treatment Drug Court to the Foundation for Southeast Texas for the 2017-2018 fiscal year.

SEE ATTACHMENTS ON PAGES 73 - 73

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

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ENGINEERING:

16. Consider and possibly approve a Minor Plat of A & E Acres Subdivision which is two lots totaling 5.9 acres located off Dishman Road in Precinct #1. This area is inside the Beaumont ETJ and meets all Engineering requirements for approval.

SEE ATTACHMENTS ON PAGES 74 - 76

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

17. Consider and possibly approve a Minor Plat of Olvera Place, Tracts 30-A and 30-B, a replat of the Right of Ways, First Addition of the Oil City Subdivision. Property is located off Blewett Road in Precinct No. 4 and is outside any ETJ.

SEE ATTACHMENTS ON PAGES 77 - 78

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

18. Execute, receive and file Utility Permit 01-U-17 to West Jefferson County MWD for potable water pipeline on Smith Road. This project is located in Precinct 4.

SEE ATTACHMENTS ON PAGES 79 - 82

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

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NURSE PRACTITIONER:

19. Consider and possibly approve out of state travel for Leslie Little, RN, FNP-C to attend the 38th National Conference on Pediatric Health Care on March 16-19, 2017 in Denver, Colorado.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

20. Consider and approve the following position reclassifications for the Sheriff: downgrade of two Chief Deputy positions to Captain positions, reclassify a Lieutenant position to a Union Admin Assistant position paid Captain pay, transfer of a Major position in the Jail budget to a Major position in the Sheriff budget paid at Law Enforcement pay. Consider and approve the following position reclassification for the Jail: downgrade of a Lieutenant position to a Sergeant position. The total annual savings including benefits would be about \$22,000 with a savings during the remaining budget year of about \$17,000.

SEE ATTACHMENTS ON PAGES 83 - 84

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

December 12, 2016

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 16-037/JW, Sale of Used Judge's Chair. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

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

BID NAME: **Sale of Used Judge's Chair**
BID NO: **IFB 16-037/JW**
DUE DATE/TIME: **11:00 AM CDT, Tuesday, January 3, 2016**
MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

A handwritten signature in black ink that reads "Deborah L. Clark".

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

IFB 16-037/JW
Sale of Used Judge's Chair
Bids due: 11:00 AM CDT, Tuesday, January 3, 2016

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BID SUBMISSIONS:

Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this bid specifications packet in its entirety, and two (2) copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a bid being declared as non-responsive.

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

Instructions to Bidders

1. Bid Submission

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

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

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

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this bid specifications packet in its entirety, and (2) two copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid and any other documentation requested within these specifications.

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

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

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

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

5. Signatures

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

6. County Holidays:**2016**

January 1 (Friday) - New Year's

January 18 (Monday) - Martin Luther King, Jr. Day

February 15 (Monday) - President's Day

March 25 (Friday) - Good Friday

May 30 (Monday) - Memorial Day

July 4 (Monday) - Independence Day

September 5 (Monday) - Labor Day

November 11 (Friday) - Veteran's Day

November 24 & 25 (Thursday & Friday) - Thanksgiving

December 23 & 26 (Friday & Monday) - Christmas

2017

January 2 (Monday) - New Year's

January 16 (Monday) - Martin Luther King, Jr. Day

February 20 (Monday) - President's Day

7. Rejection or Withdrawal

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

8. Award

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

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

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

9. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by

Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

10. Waiver of Subrogation

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

11. Bid Results

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

12. Changes and Addenda to Bid Documents

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

13. Specifications

Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. Interpretation of Bid and/or Contract Documents

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

15. Currency

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

16. Pricing

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

17. Certification

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

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

18. Definitions

“County” – Jefferson County, Texas.

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

19. Minority-Women Business Enterprise Participation

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 16-037/JW.

1. Objective

Jefferson County seeks to sell a Used Judge's Chair.

2. Scope

The Jefferson County Purchasing Department will receive sealed bids for the Sale of Used Judge's Chair. All offers must be submitted on the official Bid Form included in this Invitation for Bid (Page 10).

The Successful Bidder must make bid payment within fourteen (14) days of receipt of award notice. Non-business days included.

The Successful Bidder shall be solely responsible for picking up and transporting the chair.

2. Description of Item for Bid

Used Judge's Chair that was manufactured and sold by Texas Correctional Industries under the description "Sam Houston Judge's Chair." The color of the chair is Oxblood (Burgundy). This chair bears the Jefferson County seal in gold print, and was purchased in 2007.

Bidder Information Form

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

Bid Name & Number: IFB 16-037/JW, Sale of Used Judge's Chair

Name: JUDGE MILTON G. SHUFFIELD

Phone Number (with area code): [REDACTED]

Alternate Phone Number if available: [REDACTED]

Email Address: [REDACTED]

Mailing Address: [REDACTED]

City, State, Zip Code: [REDACTED]

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Company Name

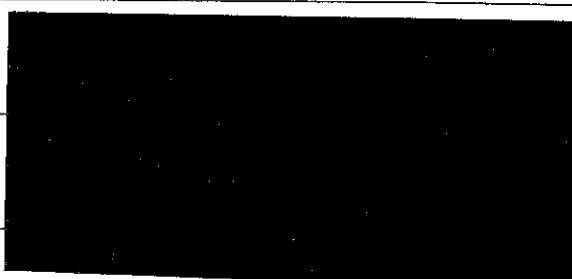
For clarification of this offer, contact:

Address

JUDGE MELTON C SHUFFIELD

City _____ State _____ Zip _____
Melton Cm Shuffield

Signature of Person Authorized to Sign



JUDGE MELTON C SHUFFIELD

Printed Name

Title



Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Sale of Used Judge's Chair

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

Payment shall be made by the successful bidder, by guaranteed funds within fourteen (14) days of the notification of award.

The contract shall henceforth be referred to as Contract No. IFB 16-037/JW

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item Description	Bid Amount
Used Judge's Chair	\$ <u>100</u> . <u>00</u>

Payment by guaranteed funds shall be made by the Successful Bidder within fourteen (14) days of the notification of award.

Payment will be made to:

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

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 12-19-16

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 16-037/JW

IFB Title: Sale of Used Judge's Chair

IFB Due: 11:00 am CDT, Tuesday, January 3, 2016
(Original Published Due Date)

Addendum No.: 1

Issued (Date): December 19, 2016

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Bid Due Date Correction.

Bids are due by 11:00 am CDT, Tuesday, January 3, 2017.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

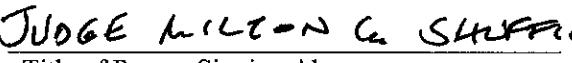
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:



Authorized Signature (Bidder)

Witness



Title of Person Signing Above

Witness

Approved by _____ Date: _____



OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Company Name

For clarification of this offer, contact:

Address

JUDGE MILTON C. SHUFFIELD

[Redacted Signature Area]

City _____ State _____ Zip _____

Milton C. Shuffield

Signature of Person Authorized to Sign

JUDGE MILTON C. SHUFFIELD

Printed Name

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Sale of Used Judge's Chair

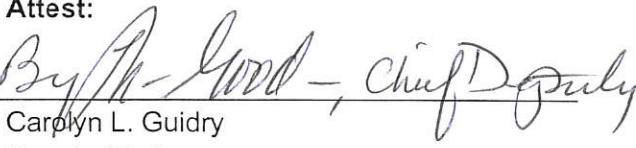
The Contractor is now bound to purchase the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

Payment shall be made by the successful bidder, by guaranteed funds within fourteen (14) days of the notification of award.

The contract shall henceforth be referred to as Contract No. IFB 16-037/JW

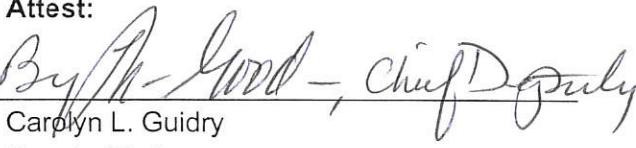
Countersigned:


Jeff R. Branick
County Judge


JANUARY 9, 2017

Date

Attest:


Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.

LJA Engineering, Inc.

3120 Fannin Street Phone 409.833.3363
Beaumont, Texas 77701 Fax 409.833.0317
www.ljaengineering.com TBPE № F-1386

December 8, 2016

Honorable Jeff Branick
County Judge
Jefferson County
1149 Pearl Street, 4th Floor
Beaumont, Texas 77701

Re: Jefferson County CDBG Project No. 7216231
RFQ 16-033/JW - Engineering Services for CDBG Program Phase v
Award of Engineering Contract and Request to Subcontract Services

Dear Judge Branick:

LJA would like to thank the County for its recent selection and award of the engineering services contract for the County's CDBG project. LJA is excited to be selected to provide services to the County on another of its infrastructure projects.

We understand that the application for this project was submitted by the County sometime last year. In developing the application, the County worked with another area engineer to develop that application material. That engineer was Action Engineering, Mr. Will Larrain. Mr. Larrain designed the original low pressure sanitary sewer system and force main onto which the 23 services lines will connect. Mr. Larrain's knowledge of this system and the West Jefferson County Municipal Water District's system, where he has been the engineer for a number of years, will help to make this project a success for the County. Mr. Larrain also has a very good relationship with Commissioner Alfred in whose Precinct this project will occur.

We request permission from the County, therefore, to sub-contract this project to Action Engineering. Action Engineering would provide for the design, the plan production, bidding phase services, and construction contract administration. LJA would be the prime engineer and maintain overall project management. We would maintain our overall responsibilities for the project and maintain communication with the County throughout the project. If the County chooses not to approve this sub-contracting arrangement, LJA stands ready and willing to complete the entire project with its own forces and personnel.

If you approve, please indicate in writing with a letter to my office. A written approval is required by the CDBG program.

Thank you for your consideration. If you have any questions, please feel free to call.

Sincerely,

LJA ENGINEERING
Consulting Engineers



Toby J. Davis, P.E.
Vice President

B857-1001-001

cc: Mr. Randy Blanks, David J. Waxman, Inc.

Appendix D
DIR Contract No. DIR-TSO-3415
Verizon Wireless Customer Agreement

This agreement is dated 1/4/2017 between Cellco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and County of Jefferson ("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR") and Verizon Wireless, DIR Contract No. DIR-TSO-3415 (the "DIR Agreement") with an effective date of April 27, 2016.

This Customer Agreement shall be governed by the terms and conditions of the DIR Number DIR-TSO-3415. A copy of the DIR Agreement is incorporated herein by reference and is available online at <http://www.dir.texas.gov> or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

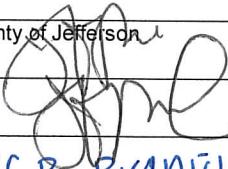
FEIN Number: Existing Vendor Customer Account Number(s): 0410015922-00001

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.):

Verizon Wireless Sales Representative Name: Jason Watt and Wireless Phone Number: 409-289-0057 and GID: XXWTM

Verizon Wireless Profile ID(s): 2605336

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 6th day of January ,2017

Customer Name:	County of Jefferson
Authorized Signature:	
Printed Name:	JEFF R. BRANICK
Title:	JEFFERSON COUNTY JUDGE
Date:	JANUARY 9, 2017





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in black ink, appearing to read "Deb Clark".

Date: January 3, 2017

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfers of 2010 Ford F-150 Pickup Truck VIN #1FTFW1EV9AKA24516 from Emergency Management to Service Center as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING
PROPERTY				PROPERTY
2010 Ford F-150 Pickup Truck	Emergency Management	1FTFW1EV9AKA24516	33534	Service Center

Approved by Commissioners' Court: _____



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: January 5, 2017

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of 2008 Ford Expedition
VIN #1FMF15518LA44285 from Sheriff to County Clerk Elections as authorized by Local
Government Code §262.011 (j).

Thank you.

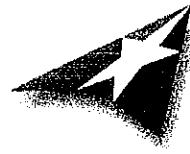
JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING
PROPERTY	PROPERTY			PROPERTY
2008 Ford Expedition	Sheriff	1FMF15518LA44285	33213	County Clerk Elections

Jack Brooks Regional Airport

5000 Jerry Ware Drive Suite 100, Beaumont TX 77705
 Tel 409.719.4900 Fax 409.722.2830
Flysetx.com



January 5, 2017

Honorable Commissioner Court of Jefferson County,

During budget hearings I requested the court consider a reclassification of two airport employees. The Court was gracious and listened to the proposal and seemed receptive of the change, if I were to bring the matter back to the Court after the first of the New Year.

Following the direction of the Court, I am requesting this matter be addressed again.

Below is the updated justification and reasoning I provided during budget hearings:

Tommy Prevost's retirement from the Airport ARFF Department as Fire Chief has created an opportunity for the Airport and the County.

With Prevost's absence from the position at the end of **November 2015**, his duties over ARFF and Fuel Service have been delegated to Duke Youmans and Elizabeth LeBlanc. Duke assumed the ARFF Chief duties while keeping his Airfield Operational Duties. Elizabeth assumed Fuel Service Supervisor duties while maintaining her Fuel Service Clerk duties. **For the past fourteen (14) months**, Duke and Elizabeth have exemplary performed their respective duties with increased responsibilities.

I propose a job reclassification for both employees.

If the court were to approve these two reclassifications, there is an opportunity for an annual cost savings of over \$36,000 per year, see schedule below.

BEFORE RECLASS	Annual Budget	Annual Rate	
Tommy Prevost	62,447	62,447	
Duke Youmans	54,675	54,675	
Elizabeth LeBlanc	34,202	34,200	
Current Budget	151,324	151,322	

AFTER RECLASS	Annual Budget	Annual Rate	Budget Difference
	-	-	(62,447)
Duke Youmans	70,000	65,000	15,325
Elizabeth LeBlanc	45,000	40,000	10,798
Revised Budget	115,000	105,000	(36,324)

Below are additional duties Elisabeth LeBlanc is responsible for:

- Supervision, direction and scheduling of 3 fuel linemen, establishes priorities, assign jobs, coordinates with airline personnel to help ensure on-time performance of flights.
- Responsible for quality control standards for FAA, Airlines, and the Air Transportation Association.
- Completion and maintenance of training and inspection records as required by FAA and Airlines.
- Monitors fuel farm inventory, order fuel as needed, maintain accurate sales records.
- Responsible for daily inspection of fuel farm and fuel trucks, coordinates any maintenance necessary.
- Develops procedures to comply with all safety, security, and County policy requirements.
- Responsible for routine hangar inspection to reconcile with hangar rent.

These duties above are required, along with her previous responsibilities of:

- Meet and greet flight crews, address customer needs.
- Coordinate flight crew, pilot, and aircraft owner special requests such as rent car reservation, food delivery, crew car manifests, local area information guide, etc.
- Process and compile daily sales records and monthly hangar payments via credit card machine.
- Recommend weekly adjustment to retail fuel price to ensure fuel service profit maximization.

Below are additional duties Duke Youmans is responsible for:

- Direction and coordination of Aircraft Rescue Firefighting (ARFF) in emergency scenarios.
- Supervision, direction and scheduling of ARFF personnel to maintain safe and adequate ARFF coverage while keeping overtime costs to a minimum.
- Maintain the Airport's FAA requirements for ARFF for an FAA Certificated Airport.
- Insures all ARFF equipment is fully functioning, arranges for repairs and maintenance.
- Coordinates all training as required by FAA for ARFF personnel.
- Organizes annual table-top disaster drill and tri-annual actual disaster drill.

These duties above are required, along with his previous responsibilities as Operations Manager:

- Insures airfield meets FAA requirements for FAA Part 139 Regulations.
- Responsible for daily inspection(s) of airfield and training personnel to conduct inspections.
- Maintains Airport Security compliance with TSA, FAA, and Airport Certification Requirements.
- Checks TSA database for employee and contractor access to airfield against No-Fly List.
- Assumes responsibility of Airport Manager in his absence, assists personnel and other tasks as needed.
- Inspects airport construction projects for progress and address any issues that may arise.

During budget, I also asked the Court to consider increasing the budgeted amounts for the Airport Groundskeeper positions. Below is the updated justification and reasoning I provided during budget hearings:

Currently, the Groundskeeper positions are budgeted at \$28,632 each. This is 102% of the salary range. I would like to increase each position by \$4,391 for a total of \$33,023 each. The increase would be 118% of the salary range.

For the three positions, the increase would be \$13,173.

CURRENT BUDGET	Annual Budget	Annual Range	
Groundskeeper	28,632	22,456 to 33,683	
Groundskeeper	28,632	22,456 to 33,683	
Groundskeeper	28,632	22,456 to 33,683	
Sub-Total	85,896		
REQUEST	Current Budget	Requested Increase	Requested Budget
Groundskeeper	28,632	4,391	33,023
Groundskeeper	28,632	4,391	33,023
Groundskeeper	28,632	4,391	33,023
Revised Budget	85,896	13,173	99,069

Additional duties the groundskeepers are responsible for:

- Tractor mowing of airfield, Runway Safety Areas, outside airport perimeter areas.
 - Maintain proper communication with tower for airfield safety.
- One position, responsible for Commercial Terminal maintenance:
 - Exterior Grounds (mowing, weed eating, trash, over-all exterior cleanliness)
- Independent maintenance tasks around General Aviation Terminal

Overall, the job duties of the groundskeepers have grown to mirror the Utility/Multi-craft position at the airport. The Groundskeepers are trained and routinely use all major Airport equipment:

- Airfield Sweeper - Paint machine – Forklift - Tractor(s) and bat-wing mower(s)

Also, they are asked to operate within the safety areas of the airfield, and are familiar with all aspects of airfield safety as required by FAA regulations. Occasionally, they are asked to be a part of daily airfield inspections.

If the Court were to approve all requested changes, there would be:

- A permanent decrease in the number of Airport Employees
- Annual net budget decrease of **\$23,151**

If the Court were to approve only the two reclassifications, there would be:

- A permanent decrease in the number of Airport Employees
- Annual net budget decrease of **\$36,324**

I believe the reclassification and the increase for the Groundskeepers are well worth the benefit to the County and Airport and I appreciate your consideration in this matter.

Respectfully,



Alex Rupp
Airport Director

JEFFERSON COUNTY, TEXAS
EMPLOYEE RE CLASSIFICATION/INCREASE REQUESTS
2016-2017 BUDGET YEAR

Total Reclassifications - Annually

Total Reclassifications - prorated for 75% of budget year

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

OFFICE DEPOT

116.72

428882

116.72**

ROAD & BRIDGE PCT.#1

STAR GRAPHICS SHARP
ATTABOY TERMITES & PEST CONTROL
DE LAGE LANDEN PUBLIC FINANCE19.41
30.00
70.00428902
428959
428970

119.41**

ROAD & BRIDGE PCT.#2

ENTERGY
STAR GRAPHICS SHARP
DE LAGE LANDEN PUBLIC FINANCE6.55
24.96
90.00428868
428902
428970

121.51**

ROAD & BRIDGE PCT. # 3

SPIDLE & SPIDLE
ALL-PHASE ELECTRIC SUPPLY
FARM & HOME SUPPLY
ENTERGY
LOUIS' YAZOO SALES & SERVICE, LLC
MUNRO'S
MUSTANG CAT
STAR GRAPHICS SHARP
W. JEFFERSON COUNTY M.W.D.
TEXAS GAS SERVICE
WINDSTREAM
DE LAGE LANDEN PUBLIC FINANCE
A-1 MAIDA FENCE COMPANY
MARTIN MARIEETA MATERIALS
FELIX AAA AUTO & TRUCK PARTS LLC1,934.10
36.00
45.26
16.45
18.95
61.30
362.59
38.82
26.13
211.48
47.80
140.00
50.00
1,760.00
31.35428843
428857
428860
428868
428873
428878
428879
428902
428911
428936
428948
428970
428990
428992
428993

4,780.23**

ROAD & BRIDGE PCT.#4

SPIDLE & SPIDLE
M&D SUPPLY
MUNRO'S
SMART'S TRUCK & TRAILER, INC.
STAR GRAPHICS SHARP
W. JEFFERSON COUNTY M.W.D.
VULCAN INC
A-1 MACHINE & HYDRAULIC
DE LAGE LANDEN PUBLIC FINANCE
ASCO
SOUTHEAST TEXAS PARTS AND EQUIPMENT
A-1 MAIDA FENCE COMPANY
TRANSIT & LEVEL CLINIC LLC
TRINITY VALLEY TRACTORS INC482.95
62.81
68.79
11.66
63.73
67.93
383.00
715.00
229.79
320.53
50.89
50.00
69.00
715.12428843
428875
428878
428894
428902
428911
428934
428957
428970
428977
428982
428990
428997
429006

3,291.20**

ENGINEERING FUND

STAR GRAPHICS SHARP
DE LAGE LANDEN PUBLIC FINANCE127.84
460.94428902
428970

588.78**

PARKS & RECREATION

ALL-PHASE ELECTRIC SUPPLY
ENTERGY
W. JEFFERSON COUNTY M.W.D.
LOWE'S HOME CENTERS, INC.191.05
9.45
52.26
156.55428857
428868
428911
428931

409.31**

GENERAL FUND

TAX OFFICE

PITNEY BOWES, INC.
SOUTHEAST TEXAS WATER
AT&T
STAR GRAPHICS SHARP
UNITED STATES POSTAL SERVICE
UNITED STATES POSTAL SERVICE123.25
231.00
105.54
102.60
1,335.97
46.81428887
428895
428897
428902
428926
428927

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	370.00	428970	2,315.17*
COUNTY HUMAN RESOURCES			
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	1.99	428926	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	91.40*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	29.95	428896	
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	12.54	428926	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	131.90*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING OFFICE DEPOT	19.25	428872	
STAR GRAPHICS SHARP	405.40	428882	
UNITED STATES POSTAL SERVICE	291.99	428902	
UNITED STATES POSTAL SERVICE	214.82	428926	
DE LAGE LANDEN PUBLIC FINANCE	44.05	428927	
WESTERN MICROGRAPHICS & IMAGING	1,052.82	428970	
ENGINEERING INNOVATION	13,827.67	428974	
	194.24	429007	
COUNTY JUDGE			16,050.24*
OFFICE DEPOT	204.10	428882	
KEVIN PAULA SEKALY PC	500.00	428892	
STAR GRAPHICS SHARP	19.41	428902	
FRANCES BLAIR BETHEA	500.00	428960	
COUNTY JUDGES EDUCATION FUND	125.00	428966	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
JAN GIROUARD & ASSOCIATES LLC	200.00	428998	1,618.51*
RISK MANAGEMENT			
STAR GRAPHICS SHARP	19.41	428902	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	89.41*
COUNTY TREASURER			
STAR GRAPHICS SHARP	92.04	428902	
UNITED STATES POSTAL SERVICE	23.07	428926	
DE LAGE LANDEN PUBLIC FINANCE	331.89	428970	447.00*
PRINTING DEPARTMENT			
STAR GRAPHICS COPIERS, INC.	270.00	428898	
STAR GRAPHICS SHARP	333.16	428902	
CIT TECHNOLOGY FINANCING SERVICE	499.00	428953	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	428970	2,302.16*
PURCHASING DEPARTMENT			
FED EX	25.79	428862	
OFFICE DEPOT	113.68	428882	
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	.40	428926	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	229.28*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	65.00	428870	
OLMSTED-KIRK PAPER	1,130.00	428883	
REGION V EDUCATION SERVICE CENTER	300.00	428889	
VERIZON WIRELESS	303.92	428923	
MCGRIFF, SEIBELS & WILLIAMS OF TX	100.00	428935	
DYNAMEX INC	198.82	428980	
SPOK INC	3.00	428985	
DATA PROCESSING			2,100.74*

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHERN COMPUTER WAREHOUSE	327.45	428847	
OFFICE DEPOT	106.61	428882	
STAR GRAPHICS SHARP	19.41	428902	
CDW COMPUTER CENTERS, INC.	454.72	428912	
MICHAEL BAIN	237.60	428951	
PCM-G	995.00	428958	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
SPOK INC	12.06	428985	
			2,222.85*
VOTERS REGISTRATION DEPT			
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	141.09	428926	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
COASTAL BUSINESS FORMS	484.98	428978	
			715.48*
ELECTIONS DEPARTMENT			
STAR GRAPHICS SHARP	75.34	428902	
DE LAGE LANDEN PUBLIC FINANCE	271.65	428970	
			346.99*
DISTRICT ATTORNEY			
STAR GRAPHICS SHARP	133.11	428902	
UNITED STATES POSTAL SERVICE	58.57	428926	
UNITED STATES POSTAL SERVICE	2.25	428927	
DE LAGE LANDEN PUBLIC FINANCE	480.00	428970	
			673.93*
DISTRICT CLERK			
OFFICE DEPOT	257.21	428882	
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	159.14	428926	
PCM-G	590.40	428958	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
			1,096.16*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	428845	
DAVID W BARLOW	4,375.00	428850	
DONALD W. DUESLER & ASSOC.	8,750.00	428858	
TRAVIS EVANS	800.00	428859	
MARSHA NORMAND	8,750.00	428880	
STAR GRAPHICS SHARP	122.48	428902	
JASON ROBERT NICKS	800.00	428961	
DE LAGE LANDEN PUBLIC FINANCE	441.64	428970	
C. HADEN CRIBBS JR., PC	8,750.00	428973	
MONTGOMERY COUNTY CLERK	475.00	428975	
			42,014.12*
58TH DISTRICT COURT			
STAR GRAPHICS SHARP	19.41	428902	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
			89.41*
60TH DISTRICT COURT			
STAR GRAPHICS SHARP	19.41	428902	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
			89.41*
136TH DISTRICT COURT			
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	.80	428926	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
			90.21*
172ND DISTRICT COURT			
OFFICE DEPOT	102.08	428882	
STAR GRAPHICS SHARP	19.41	428902	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
			191.49*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID W BARLOW	4,375.00	428850	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	83,275.42	428851	
STAR GRAPHICS SHARP	19.41	428902	
MIKE VAN ZANDT	8,750.00	428910	
UNITED STATES POSTAL SERVICE	6.24	428926	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
			96,496.07*
279TH DISTRICT COURT			
DAVID GROVE	500.00	428844	
STAR GRAPHICS SHARP	19.41	428902	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
THE DAWS LAW FIRM PLLC	1,293.75	428981	
ASHLEY CEDILLO	150.00	429001	
			2,033.16*
317TH DISTRICT COURT			
STAR GRAPHICS SHARP	19.41	428902	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
JUSTICE COURT-PCT 1 PL 1			89.41*
STAR GRAPHICS SHARP	24.96	428902	
UNITED STATES POSTAL SERVICE	16.38	428926	
DE LAGE LANDEN PUBLIC FINANCE	90.00	428970	
			131.34*
JUSTICE COURT-PCT 1 PL 2			
STAR GRAPHICS SHARP	19.41	428902	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
JUSTICE COURT-PCT 2			89.41*
TEXAS JUSTICE CT.JUDGES ASSOC., INC.	75.00	428944	
JUSTICE COURT-PCT 4			75.00*
STAR GRAPHICS SHARP	24.96	428902	
DE LAGE LANDEN PUBLIC FINANCE	90.00	428970	
INDEPENDENT STATIONERS	126.87	428971	
			241.83*
JUSTICE COURT-PCT 6			
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	15.32	428926	
TEXAS JUSTICE CT.JUDGES ASSOC., INC.	75.00	428945	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
			179.73*
JUSTICE OF PEACE PCT. 8			
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	175.91	428927	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
			265.32*
COUNTY COURT AT LAW NO.1			
STAR GRAPHICS SHARP	68.20	428902	
UNITED STATES POSTAL SERVICE	.80	428926	
DE LAGE LANDEN PUBLIC FINANCE	245.92	428970	
			314.92*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	250.00	428844	
EDWARD B. GRIPON, M.D., P.A.	1,390.00	428866	
KIRKSEY'S SPRINT PRINTING	91.20	428872	
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	5.99	428926	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
			1,826.60*
COUNTY COURT AT LAW NO. 3			
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	4.79	428926	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	94.20*
COURT MASTER			
OFFICE DEPOT	191.68	428882	
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	.80	428926	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	281.89*
MEDIATION CENTER			
MARKET BASKET	189.45	428876	
STAR GRAPHICS SHARP	19.41	428902	
TEXAS ASSN. OF MEDIATORS	175.00	428904	
TEXAS ASSN. OF MEDIATORS	280.00	428905	
UNITED STATES POSTAL SERVICE	.40	428926	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	734.26*
COMMUNITY SUPERVISION			
STAR GRAPHICS SHARP	77.64	428902	
DE LAGE LANDEN PUBLIC FINANCE	280.00	428970	357.64*
SHERIFF'S DEPARTMENT			
FED EX	34.72	428862	
MCNEILL INSURANCE AGENCY	142.00	428877	
AT&T	32.53	428897	
STAR GRAPHICS SHARP	221.84	428902	
TEXAS CORRECTIONAL INDUSTRIES	201.00	428906	
VERIZON WIRELESS	3,191.16	428924	
UNITED STATES POSTAL SERVICE	2,051.72	428926	
FIVE STAR FEED	135.00	428938	
DE LAGE LANDEN PUBLIC FINANCE	800.00	428970	
LONE STAR UNIFORMS	38.00	428994	6,847.97*
CRIME LABORATORY			
FED EX	85.66	428862	
FISHER SCIENTIFIC	469.65	428864	
LYNN PEAVEY CO., INC.	436.50	428874	
OFFICE DEPOT	81.28	428882	
RESTEK CORPORATION	97.76	428890	
STACEY SHETTLE	8.20	428893	
STAR GRAPHICS SHARP	24.96	428902	
VERIZON WIRELESS	114.03	428922	
CAYMAN CHEMICAL COMPANY	94.00	428962	
DE LAGE LANDEN PUBLIC FINANCE	90.00	428970	1,502.04*
JAIL - NO. 2			
JOHNSTONE SUPPLY	4.80	428846	
BOB BARKER CO., INC.	1,034.30	428849	
FAST SIGNS, INC.	64.64	428861	
W.W. GRAINGER, INC.	33.72	428865	
ENTERGY	38,763.12	428868	
PETTY CASH - SHERIFF'S OFFICE	26.00	428885	
STAR GRAPHICS SHARP	354.97	428902	
FIVE STAR CORRECTIONAL SERVICE	14,876.10	428965	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	428970	
CONSTITUTION NEWENERGY - GAS DIVIS	2,697.50	428976	
LONE STAR UNIFORMS	855.00	428994	
TEXAS PRISONER TRANSPORTATION SERVI	432.00	429003	60,422.15*
JUVENILE PROBATION DEPT.			
FED EX	47.75	428862	
OFFICE DEPOT	141.81	428882	
LARONDA TURNER	86.40	428884	
STAR GRAPHICS SHARP	38.82	428902	
UNITED STATES POSTAL SERVICE	2.00	428926	
LATRICIA COLEMAN	138.78	428933	
LATASHA DILL	396.90	428942	

NAME	AMOUNT	CHECK NO.	TOTAL
LYNN BIERHALTER	151.20	428943	
SHARON STREETMAN	54.00	428947	
DE LAGE LANDEN PUBLIC FINANCE	140.00	428970	
JOSH CUYOS	242.46	428983	
SPOK INC	48.24	428985	
TANISHA GRIFFIN	321.03	428989	
ROXANA MITCHELL	169.56	428991	
CHRISTAL CHANNELL	194.40	428995	
SUMMER KENNISON	71.28	429005	
JUVENILE DETENTION HOME			2,244.63*
GUARDIAN FORCE	1,970.00	428842	
ENTERGY	6,803.05	428868	
AT&T	688.04	428897	
STAR GRAPHICS SHARP	63.73	428902	
FIRETROL PROTECTION SYSTEMS, INC.	48.50	428956	
ATTABOY TERMITE & PEST CONTROL	80.00	428959	
DE LAGE LANDEN PUBLIC FINANCE	229.79	428970	
A1 FILTER SERVICE COMPANY	183.79	428972	
CONSTABLE PCT 1			10,066.90*
STAR GRAPHICS SHARP	89.62	428902	
UNITED STATES POSTAL SERVICE	18.69	428926	
DE LAGE LANDEN PUBLIC FINANCE	323.13	428970	
CONSTABLE-PCT 4			431.44*
STAR GRAPHICS SHARP	19.41	428902	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
CONSTABLE-PCT 6			89.41*
STAR GRAPHICS SHARP	19.41	428902	
UNITED STATES POSTAL SERVICE	6.78	428926	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
CONSTABLE PCT. 8			96.19*
STAR GRAPHICS SHARP	89.56	428902	
DE LAGE LANDEN PUBLIC FINANCE	322.93	428970	
COUNTY MORGUE			412.49*
BJ TRANSPORT SERVICE, INC.	14,850.00	428848	
AGRICULTURE EXTENSION SVC			14,850.00*
TERRIE S. LOONEY	383.60	428841	
FED EX	181.46	428862	
STAR GRAPHICS SHARP	55.47	428902	
DE LAGE LANDEN PUBLIC FINANCE	200.00	428970	
DAVID OATES	83.16	429000	
ALLEN HOMANN	36.72	429004	
HEALTH AND WELFARE NO. 1			940.41*
CLAYBAR FUNERAL HOME, INC.	999.00	428855	
STAR GRAPHICS SHARP	103.29	428902	
UNITED STATES POSTAL SERVICE	60.99	428926	
TINA CHAMPAGNE	75.06	428954	
PROCTOR'S MORTUARY INC	1,500.00	428963	
DE LAGE LANDEN PUBLIC FINANCE	372.43	428970	
SPOK INC	22.85	428985	
HEALTH AND WELFARE NO. 2			3,133.62*
OFFICE DEPOT	19.99	428882	
STAR GRAPHICS SHARP	38.82	428902	
UNITED STATES POSTAL SERVICE	288.20	428927	
DE LAGE LANDEN PUBLIC FINANCE	140.00	428970	
SPOK INC	7.70	428985	
NURSE PRACTITIONER			494.71*

NAME

AMOUNT

CHECK NO.

TOTAL

STAR GRAPHICS SHARP	19.41	428902	
MCKESSON MEDICAL-SURGICAL INC	1,430.79	428913	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
CHILD WELFARE UNIT			1,520.20*
BEAUMONT OCCUPATIONAL SERVICE, INC.	601.30	428928	
J.C. PENNEY'S	1,420.69	428929	
SEARS COMMERCIAL CREDIT	245.87	428930	
K-MART #4128	399.38	428988	
ENVIRONMENTAL CONTROL			2,667.24*
STAR GRAPHICS SHARP	89.62	428902	
TEXAS FLOODPLAIN MGMT. ASSN.	45.00	428907	
DE LAGE LANDEN PUBLIC FINANCE	323.13	428970	
INDIGENT MEDICAL SERVICES			457.75*
PRECISION DYNAMICS CORP.	1,015.16	428888	
DANA JOHNSON	1,200.00	428986	
MAINTENANCE-BEAUMONT			2,215.16*
CINTAS, INC.	1,080.00	428852	
COBURN'S, BEAUMONT BOWIE (1)	301.03	428856	
ENTERGY	5,808.04	428868	
SANITARY SUPPLY, INC.	1,262.18	428891	
AT&T	367.80	428897	
STAR GRAPHICS SHARP	19.41	428902	
CENTERPOINT ENERGY RESOURCES CORP	72.74	428940	
CENTERPOINT ENERGY RESOURCES CORP	1,422.18	428941	
BELT SOURCE	63.08	428946	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
A1 FILTER SERVICE COMPANY	732.70	428972	
WASTEWATER TRANSPORT SERVICES LLC	248.00	428984	
MANNING'S OFFICE SOLUTIONS LLC	1,248.90	428999	
MAINTENANCE-PORT ARTHUR			12,696.06*
STAR GRAPHICS SHARP	38.82	428902	
DE LAGE LANDEN PUBLIC FINANCE	140.00	428970	
MAINTENANCE-MID COUNTY			178.82*
CITY OF NEDERLAND	64.42	428854	
AT&T	696.02	428897	
STAR GRAPHICS SHARP	19.41	428902	
W. JEFFERSON COUNTY M.W.D.	53.02	428911	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	
SERVICE CENTER			902.87*
W.W. GRAINGER, INC.	62.55	428865	
GULF COAST SCREW & SUPPLY	67.22	428867	
J.K. CHEVROLET CO.	5.50	428869	
KINSEL FORD, INC.	144.15	428871	
M&D SUPPLY	67.26	428875	
MUNRO'S	39.45	428878	
PHILPOTT MOTORS, INC.	495.09	428886	
STAR GRAPHICS SHARP	19.41	428902	
UNITED PARCEL SERVICE	9.89	428909	
JEFFERSON CTY. TAX OFFICE	16.75	428914	
JEFFERSON CTY. TAX OFFICE	7.50	428915	
JEFFERSON CTY. TAX OFFICE	7.50	428916	
JEFFERSON CTY. TAX OFFICE	7.50	428917	
JEFFERSON CTY. TAX OFFICE	7.50	428918	
JEFFERSON CTY. TAX OFFICE	7.50	428919	
JEFFERSON CTY. TAX OFFICE	7.50	428920	
JEFFERSON CTY. TAX OFFICE	7.50	428921	
BUMPER TO BUMPER	226.20	428939	
AMERICAN TIRE DISTRIBUTORS	3,090.00	428955	
DE LAGE LANDEN PUBLIC FINANCE	70.00	428970	

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS PARTS AND EQUIPMENT CINTAS CORPORATION	381.48 168.31	428982 429002	4,915.76*
VETERANS SERVICE			
OFFICE DEPOT STAR GRAPHICS SHARP UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE	94.50 66.56 18.11 240.00	428882 428902 428927 428970	419.17* 303,621.63**
MOSQUITO CONTROL FUND			
MUNRO'S AT&T STAR GRAPHICS SHARP DE LAGE LANDEN PUBLIC FINANCE	164.40 31.21 19.41 70.00	428878 428897 428902 428970	285.02**
FAMILY GROUP CONFERENCING			
STAR GRAPHICS SHARP DE LAGE LANDEN PUBLIC FINANCE	19.41 70.00	428902 428970	89.41**
J.C. FAMILY TREATMENT			
PATRICIA VELASCO	1,120.00	428996	1,120.00**
LAW LIBRARY FUND			
STAR GRAPHICS SHARP LEXISNEXIS MATTHEW BENDER DE LAGE LANDEN PUBLIC FINANCE THOMSON REUTERS-WEST	19.41 1,076.69 70.00 126.00	428902 428932 428970 428979	1,292.10**
JUVENILE PROB & DET. FUND			
REGION V EDUCATION SERVICE CENTER	175.50	428889	175.50**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT OMNICARE SAN ANTONIO SPOK INC G4S YOUTH SERVICES LLC	459.52 62.51 19.76 316.44	428870 428949 428985 428987	858.23**
COMMUNITY SUPERVISION FND			
SOUTHERN COMPUTER WAREHOUSE TIME WARNER COMMUNICATIONS UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE	.00 84.60 23.36 224.61	428847 428903 428926 428927	332.57**
JEFF. CO. WOMEN'S CENTER			
STAR GRAPHICS SHARP CENTERPOINT ENERGY RESOURCES CORP DE LAGE LANDEN PUBLIC FINANCE SPOK INC	38.82 302.58 140.00 16.41	428902 428940 428970 428985	497.81**
COMMUNITY CORRECTIONS PRG			
STAR GRAPHICS SHARP DE LAGE LANDEN PUBLIC FINANCE	24.96 90.00	428902 428970	114.96**
DRUG DIVERSION PROGRAM			
STAR GRAPHICS SHARP DE LAGE LANDEN PUBLIC FINANCE	22.19 80.00	428902 428970	102.19**
COUNTY CLERK - RECORD MGT			
MANATRON	11,043.64	428952	11,043.64**
COUNTY RECORDS MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	3.04	428926	3.04**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	132.67	428853	
MUNRO'S	109.95	428878	
STAR GRAPHICS SHARP	87.36	428902	
TRI-CITY COFFEE SERVICE	86.85	428908	
DE LAGE LANDEN PUBLIC FINANCE	315.00	428970	
DISTRICT CLK RECORDS MGMT			731.83**
STAR GRAPHICS SHARP	38.82	428902	
DE LAGE LANDEN PUBLIC FINANCE	140.00	428970	
CAPITAL PROJECTS FUND			178.82**
TEXAS COMMISSION ON ENVIRONMENTAL	100.00	428937	
2011 REFUNDING BONDS			100.00**
FIRST SOUTHWEST ASSET MANAGEMENT	725.00	428863	
2012 REFUNDING BONDS			725.00**
FIRST SOUTHWEST ASSET MANAGEMENT	1,400.00	428863	
2013 REFUNDING BONDS			1,400.00**
FIRST SOUTHWEST ASSET MANAGEMENT	1,400.00	428863	
AIRPORT FUND			1,400.00**
CITY OF NEDERLAND	445.55	428854	
STAR GRAPHICS SHARP	38.82	428902	
UNITED STATES POSTAL SERVICE	93	428926	
DISH NETWORK	95.53	428950	
DE LAGE LANDEN PUBLIC FINANCE	140.00	428970	
AIRPORT IMPROVE. GRANTS			720.83**
GARVER LLC	14,073.00	428964	
SETEC FUND			14,073.00**
PCM-G	1,990.00	428958	
SHERIFF'S FORFEITURE FUND			1,990.00**
VERIZON WIRELESS	96.24	428924	
JUVENILE DELINQUENCY PREV			96.24**
GUARDIAN FORCE	13,980.00	428842	
			13,980.00**
			364,358.98***

MEMORANDUM

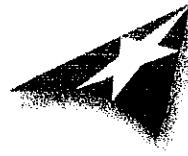
TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: JANUARY 6, 2017

The following FY 2017 budget amendment for the General Services is necessary to cover cost for termination allowance.

120-1024-419-1099	Termination Allowance	\$520,000
120-1024-419-2001	FICA	\$ 40,000
120-1024-419-2002	Employees Retirement	\$ 90,000
120-1024-491-5097	Participation	\$350,000
120-9999-415-9999	Contingency	\$300,000

Jack Brooks Regional Airport

5000 Jerry Ware Drive Suite 100, Beaumont TX 77705
Tel 409.719.4900 Fax 409.722.2830
Flysetx.com



January 5, 2017

Honorable Commissioner Court of Jefferson County,

I need to request a budget transfer of \$84,500 from *510.7091.463.30-36 Aviation Fuel* to *510.7091.463.60-42 Trucks and Trailers* in order to purchase a replacement tractor.

Background:

In October 2016, the engine in one of the Airport tractors (Unit 98) blew up and is not repairable.

Unit 98 is a New Holland TL80A Tractor, purchased October 2005. The TL80A is an 80 horsepower 4.5L 4-Cylinder diesel tractor used primarily to operate a 15' batwing type mower.

The original purchase price in 2005 was \$32,980. In the past 10 years, we have spent over \$20,000 in various repairs on Unit 98. The cost to replace the engine and re-use the turbocharger, flywheel, belts, starter, alternator and compressor is estimated at \$17,390.

The tractor is undersized for our current needs. A minimum 100 horsepower tractor is recommended, a 120 horsepower tractor is preferred.

We have a matching tractor that was purchased with Unit 98 that is currently operational. If we were able to maintain all the grassy areas with one tractor, having one out of service would not be an issue. However, we have well over 600 acres of airfield grass that we are required to maintain.

The FAA requires airports to: *keep the airfield turf maintained between 6-12 inches over the entire area to limit bird numbers and reduce maintenance costs. Grass will not be allowed to exceed 12 inches, when possible, and to go to seed; as such conditions will attract rodents and raptors/vulture predators.*

For the past few years, we have used herbicides to apply growth inhibitor to the grass so the need to continually mow is significantly reduced but not entirely eliminated.

I appreciate your consideration in this matter.

Respectfully,



Alex Rupp
Airport Director



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

TO: COMMISSIONERS
 FROM: SHERIFF ZENA STEPHENS
 DATE: JANUARY 5, 2017
 RE: BUDGET CHANGES

In our efforts to restructure and cut cost in positions at the Sheriff's Office, I would like to propose the following changes to our budget. I would like these changes to be effective immediately, so we may move forward in our mission.

I would like to downgrade two of the Law Enforcement Chief Deputy's positions to Captains to serve in mid-level management to assist in the operations that were formerly executed by Chief Deputies and upper management. I would also like to move the current Major's position from the Corrections division to the Law Enforcement Division to better utilize that position in the operations of the Sheriff's Office. In reviewing staff at the Corrections level, I find it necessary to downgrade a Lieutenant to a Sergeant's position for first line supervision in the daily operations of the Corrections division.

Additionally, I would like to re-classify a Lieutenant's position from the Law Enforcement Division to a Union Administrative Assistant paid at a Captain's rate, as the administrator for the Marine division. This person would be utilized to oversee budget and equipment to lessen a financial impact to our county and industry. I feel there are savings to be found that would compensate for the added position to the Marine division. Although, this position would currently be funded through Law Enforcement salaries, we would hope that the Navigation District would see the benefit and budget for that position in the next fiscal year. This would potentially reduce our salaries an additional \$80,000 dollars a year.

The attached spread sheet prepared by the Auditor's Office explains the immediate impact to our budgeted salaries. Immediately we will be saving the county \$17,000 dollars in salary, with the potential of a \$100,000 dollar savings for future fiscal years to come.

This is just a start in my efforts to manage and save money within the budget and how it impacts our community. Thank you for your support, and I look forward to working with you in the future.

Sincerely,


 Sheriff Zena Stephens

cc: Auditing

JEFFERSON COUNTY, TEXAS
EMPLOYEE RECLASSIFICATION REQUESTS
2016-2017 BUDGET YEAR

	Current		Requested		New		Increase/(Decrease)		FICA		Retirement	
	Position	Position	Position	Position	Budgeted Position	Over Current Budget	7.65%	17.20%	Total	7.65%	17.20%	
Sheriff office												
Downgrade	Chief Deputy Sheriff	Captain			80,331	(14,632)	(1,119)	(2,517)	(18,268)			
Downgrade	Chief Deputy Sheriff	Captain			80,331	(14,632)	(1,119)	(2,517)	(18,268)			
Reclass	Lieutenant I	Union Admin Assistant - Paid at Captain rate	80,331	8,936	684	11,157	1,537					
Major - Corrections	Major - Law Enforcement	Major - Law Enforcement	88,127	88,127	6,742	15,158	110,027					
(Transfer position from Jail to Sheriff - change rate to Law Enforcement pay as per Union contract)												
Jail												
Downgrade	Lieutenant I	Sergeant II	65,752	(1,810)	(138)	(311)	(2,259)					
Major - Corrections	Major - Law Enforcement	Major - Law Enforcement	-	(84,162)	(6,438)	(14,476)	(105,076)					
(Transfer position from Jail to Sheriff - change rate to Law Enforcement pay as per Union contract)												
Total Reclassifications												
Annual Savings												
FY 2017 Savings - Assuming 75% of Budget Year												
					(18,173)	(1,388)	(3,126)	(22,687)				
					(13,630)	(1,041)	(2,345)	(17,015)				

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE COUNTY OF JEFFERSON
CONTRACT NO.
FOR
THE COMMUNITY DEVELOPMENT FUND**

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the County of Jefferson (herein referred to as "Contractor"). The parties to this contract agree to the mutual obligations and performance of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on December 30, 2016, and shall terminate on December 29, 2018, unless otherwise specifically provided by the terms of this contract.

SECTION 3. PURPOSE

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act." Contractor has submitted, and the Department has approved, Contractor's application for a TxCDBG award to undertake eligible community and/or economic development activities in a non-entitlement area (herein referred to as the "Application"). This contract sets forth the obligations of the parties along with the terms and conditions under which the Department will provide funds to Contractor.

SECTION 4. CONTRACTOR PERFORMANCE

A. Contractor shall conduct the activities approved under this award in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); Budget (Exhibit B); Project Implementation Schedule (Exhibit C); Special Conditions (Exhibit D); Applicable Laws and Regulations (Exhibit E); Certifications (Exhibit F); and with all other terms, provisions, and requirements set forth in this contract. The Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this contract.

B. Contractor shall ensure that the national program objective identified in the Performance Statement has been met and that the persons expected to benefit from the activities performed under this contract are receiving such benefit before submitting the Project Completion Report to the Department. If Contractor fails to meet a national program objective, Contractor must repay to the Department any associated disallowed costs as specified by the Department.

C. Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

SECTION 5. DEPARTMENT OBLIGATIONS

A. Payment for Allowable Costs. In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period subject to the limitations set forth in this Section.

1. The parties agree that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify Contractor in writing within a reasonable time after such fact is determined. In such event, the Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.
2. The Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 7 of this contract. Expenses paid by or financed from other funding sources are not allowable costs under this contract.
3. The Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not in accordance with the terms of this contract.
4. The Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by Contractor prior to this contract's execution date, if prior to the award Contractor requested and received written approval from the Department, and Contractor complied with all requirements for the release of such funds.
5. The Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been submitted to the Department by Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments. Contractor shall refund to the Department any sum of money which has been paid to Contractor by the Department which the Department determines has resulted in overpayment to Contractor, or which the Department determines has not been spent by Contractor in accordance with the terms of this contract. Such refund shall be made by Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability. Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Seventy-five Thousand and No/100 Dollars (\$275,000).

SECTION 6. GENERAL CONDITIONS

A. General Compliance. Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development [HUD] regulations concerning CDBG), in particular Subparts I and K. Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies as now in effect and as may be amended from time to time, including those specified in the Applicable Laws and Regulations attached to this contract. Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties to this contract. Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

C. Indemnification. Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.
2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.
3. Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the size and formatting requirements set forth in the TxCDBG Project Implementation Manual.
4. Project Sign Wording: "This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract or the TxCDBG Project Implementation Manual, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract. Such amendments shall not invalidate this contract, nor release the Department or Contractor from its obligations under this contract, except as specifically set out therein.
2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.
3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.
4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Contractor; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of such amendments or policy directives.

5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State laws or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

F. Remedies for Noncompliance. The Department may take one or more corrective or remedial actions as specified in this contract and 2 CFR 200.338, "Remedies for Noncompliance."

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if Contractor materially fails to comply with any term of this contract, including but not limited to:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;
- (3) Failure to complete activities in accordance with the Project Implementation Schedule;
- (4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;
- (5) Submission of reports to the Department that are incorrect or incomplete in any material respect; or
- (6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

- (1) by the Department with the consent of Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or
- (2) by Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by Contractor. The Department may withhold payments

to Contractor until such time as the exact amount of damages due to the Department from Contractor is agreed upon or is otherwise determined.

2. If Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department, until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the Administrative Penalty Matrixes set out in the TxCDBG Project Implementation Manual.

4. Withholding of Payments. In addition to any other remedy specified in this contract, if Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor. If the Department withholds such payments, it shall notify Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor.

5. Ineligibility Period

a. Delinquent audit. If Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires Contractor to repay funds to the Department as a result of Contractor's noncompliance with contractual or TxCDBG program requirements and Contractor fails to repay the funds by such date as specified by the Department, Contractor shall be ineligible to receive any future TxCDBG grant funding until Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give Contractor an opportunity to cure a breach of contract as follows:

- a. Department shall provide written notice to Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice.
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate this contract or take other remedial action that may be legally available.

SECTION 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform requirements in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as described in 24 CFR 570.502, and, to the extent applicable, the standards promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"). Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, "Cost Principles," UGCMS, and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (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 contract);
- f. Financial records, including but not limited to source documentation; invoices; records pertaining to obligations, expenditures, and drawdowns;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an authorized office or agency of the State of Texas, and the Department, or any of their representatives or successors, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the audit requirements will constitute a violation of this contract and will result in Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

c. Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract.

3. Records Retention. Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained in accordance with 24 CFR 570.490, 2 CFR 200.333, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); (ii) the period required by other applicable laws and regulations described in 24 CFR 570.487 and 570.488; or (iii) other record retention obligations specific to Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction and all other pending matters are closed. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by Contractor shall comply with the requirements set forth at 24 CFR 570.489(e). Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. Contractor shall provide reports of program income to the Department with each payment request form submitted by Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay Contractor based upon information submitted by Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for allowable costs actually incurred by Contractor, not to exceed actual, properly documented, cash expenditures. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, at least annually or as

directed by the Department. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the parties to this contract that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract.

3. **Progress Reports.** Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202 of Public Law 110-252), as well as the reporting and submission requirements of HUD as prescribed by the Department.

D. **Procurement.** Unless specified otherwise within this contract, Contractor shall procure all materials, property, and services in accordance with: (1) current Department policy concerning procurements, (2) the procurement standards in 2 CFR Part 200 Subpart D, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. **Use and Reversion of Assets.** The use and disposition of real property and equipment acquired or improved in whole or in part using TxCDBG funds shall be in compliance with the requirements of 2 CFR 200.311 and 200.313, and 24 CFR 570.489(j).

SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract. After each monitoring visit, the Department shall provide Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor. Failure by Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other grant awards.

B. As stipulated in Section 4.B. of this contract, if the contract ends without any project beneficiaries resulting from the use of contract funds, Contractor shall reimburse to the Department all contract funds disbursed to Contractor, including but not limited to funds disbursed for administration and engineering services. Contractor shall be required to repay the funds within the timeframe specified by the Department.

SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. Contractor shall only subcontract for work to which the federal labor standards requirements apply after Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the subcontractor(s).

B. Selection Process

1. Contractor shall insure that all subcontracts are awarded as a result of fair and open competition in accordance with applicable procurement requirements.
2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, must be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.
3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving Contractor of the responsibility for ensuring that all subcontracts comply with all terms of this contract, as if performed by Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance. The Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

F. Bonding. Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 2 CFR 200.325, as applicable.

G. Contractor shall retain five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 10. LEGAL AUTHORITY

A. Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and perform the services it has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of Contractor hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract and have authority to validly and legally bind the Contractor to all terms, performances, and provisions set forth herein.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor, the person signing this contract, or the party rendering services under the contract. Contractor is liable to the Department for any money it has received from the Department pursuant to this contract, if the Department has suspended or terminated this contract for reasons stated in this Section.

SECTION 11. LITIGATION AND CLAIMS

Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against Contractor arising out the performance of any subcontract; and (2) any claim against Contractor, the cost and expense of which Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, Contractor shall furnish immediately to the Department copies of all pertinent papers received by Contractor with respect to such action or claim. Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 12. AUDIT

A. Audits shall be conducted in accordance with applicable federal, state and local laws, policies and regulations, including 2 CFR Part 200 Subpart F, "Audit Requirements," and the audit requirements set forth in the TxCDBG Project Implementation Manual.

B. Audit Certification. Within 60 days after the end of each fiscal year in which Contractor has an open contract with the Department, Contractor shall submit an Audit Certification Form (ACF) in accordance with the requirements of the current TxCDBG Project Implementation Manual. Failure by Contractor to submit a complete ACF by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

C. Single Audit Report. If Contractor expends \$750,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

1. Contractor shall submit required audit documentation (single audit package), as specified in the TxCDBG Project Implementation Manual, to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the audit period (i.e., after Contractor's fiscal year end).
2. Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit.
3. Failure by Contractor to submit a completed single audit package as described in the audit requirements by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of Contractor. Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by Contractor under this contract until the Department has received a copy of any audit report required by this Section.

SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. Contractor understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, Contractor must comply with the requirements specified in 24 CFR 58.6.

Contractor shall be responsible for complying with all applicable requirements; for issuing public notifications; for submitting a request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

B. Limitations on Activities Pending Clearance

1. Neither Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.
2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

- A. Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.
- B. Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.
- C. Prior to the programmatic closure of this contract, Contractor shall hold a public hearing to review its performance under this contract.
- D. For each public hearing scheduled and conducted by Contractor under this Section, Contractor shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.
- E. Notwithstanding the provisions of Section 7 of this contract, Contractor shall retain documentation of public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.
- F. Complaint Procedures. Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 15. DEBARMENT

By signing this contract, Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded

from or ineligible for participation in federal assistance programs. Additionally, Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights and Anti-discrimination

1. Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.
2. Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended; the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively), as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing), as amended by Executive Order 12259.
3. Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607 in employment and contracting opportunities.
4. Contractor shall include the terms and conditions of this civil rights clause in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor.

B. Employment Restrictions

1. Prohibited Activity. Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.
2. Labor Standards
 - a. Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
 - b. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*; 40 U.S.C. 3145) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
 - c. Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, alteration or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage.

Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

- 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). Section 3 requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 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 will comply with HUD’s regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of 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, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. 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. Contractor will not subcontract with any entity where Contractor has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.
- e. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after 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 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 contract for default, and debarment or suspension from future HUD assisted contracts.

C. Conflict of Interest. Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, 2 CFR 200.318-200.319, and 24 CFR 570.489, which include but are not limited to the following:

- 1. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.
- 2. No employee, officer or agent of Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.
- 3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this

paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. Contractor shall include in all subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

D. Lobbying

1. No funds provided under this contract shall be used to pay any person to communicate with (a) a member of the legislative or executive branch of state government, as defined in Chapter 305 of the Texas Government Code, which includes a member-elect, officer-elect, officer or employee of the legislature or a legislative committee, and officer or employee of any state agency, department or office in the executive branch; (b) a Member of Congress; or (c) an officer or employee of Congress or a federal agency, to influence legislation or administrative action.

2. The following activities are excepted from the coverage of paragraph 1: technical and factual presentations on topics directly related to the performance of this contract in response to a documented request made by the Department.

SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud or any incident of misapplication of TxCDBG funds associated with this contract, Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 19. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department’s failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 20. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments specified in Section 4.A. above are hereby made a part of this contract and constitute promised performances by Contractor in accordance with Section 4 of this contract.

SECTION 21. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:

Jeff Branick, County Judge
County of Jefferson

Date

Approved and accepted on behalf of the Texas Department of Agriculture.

Jason Fearneyhough, Deputy Commissioner
Texas Department of Agriculture

Date

EXHIBIT A
PERFORMANCE STATEMENT
COUNTY OF JEFFERSON

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income (LMI) persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

Households in the unincorporated community of Cheek, located in Jefferson County, do not have public sewer service and rely upon failing septic systems, resulting in a potential threat to public health.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting LMI persons with at least 51% of the beneficiaries qualifying as LMI.

ACTIVITIES

Sewer Improvements Contractor shall provide first-time sewer access to households in the unincorporated community of Cheek to remove a potential threat to public health. Contractor shall install approximately five hundred sixty linear feet (560 l.f.) of two-inch (2") force main, boring, flushout, valves, and all associated appurtenances. Residents will be served by the West Jefferson County Municipal Water District. Construction shall take place on Lawhon, Boyt, MLK, Faith, Phillips, Landry, Brooks, and Denley.

These activities shall benefit sixty-four (64) persons, of which sixty-four (64) or one hundred percent (100%) are of low- to moderate-income.

Rehabilitation: Single-Unit Sewer Service Contractor shall provide first-time sewer service to households in the unincorporated community of Cheek to remove a potential threat to public health. Contractor shall install twenty-three (23) sewer yard service lines, twenty-three (23) grinder pumps, mitigate all existing septic systems, membership fees, and all associated appurtenances. TxCDBG funds shall not fund a yard service line on private property to a household that does not qualify as LMI. Residents will be served by the West Jefferson County Municipal Water District. Construction shall take place on Lawhon, Boyt, MLK, Faith, Phillips, Landry, Brooks, and Denley.

These activities shall benefit sixty-four (64) persons, of which sixty-four (64) or one hundred percent (100%) are of low- to moderate-income.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

EXHIBIT B**BUDGET****COUNTY OF JEFFERSON**

<u>Project Activities</u>		<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_S	Sewer Improvements - Total	\$56,910	\$0	\$56,910
	Sewer Improvements-Construction	\$43,050	\$0	\$43,050
	Sewer Improvements-Engineering	\$13,860	\$0	\$13,860
14A	Rehab: Single-Unit Sewer Service - Total	\$214,590	\$0	\$214,590
	Rehab: Single-Unit Sewer Service-Construction	\$178,950	\$0	\$178,950
	Rehab: Single-Unit Sewer Service-Engineering	\$35,640	\$0	\$35,640
21A	General Program Administration - Total	\$3,500	\$27,500 ¹	\$31,000
TOTALS		\$275,000	\$27,500	\$302,500

Source of Other Funds:

1 – Jefferson County, General Fund

EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

COUNTY OF JEFFERSON

CONTRACT START DATE

December 30, 2016

CONTRACT END DATE

December 29, 2016

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	2/30/2017
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	4/30/2017
Plans and Specifications Completed	Month 6	6/30/2017
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	6/30/2017
Environmental Review Completed	Month 6	6/30/2017
Clearance of Pre-Construction Special Conditions	Month 8	8/30/2017
Wage Rate 10-Day Confirmation	Month 8	8/30/2017
Construction Contract Awarded & Executed	Month 9	9/30/2017
Construction - 50% TxCDBG project complete	Month 14	2/30/2018
Construction - 75% TxCDBG project complete	Month 17	5/30/2018
Construction - 90% TxCDBG project complete	Month 19	7/30/2018
Construction & Final Inspections Completed	Month 20	8/30/2018
End Date of Contract	Month 24	12/29/2018
Close-out documents submitted to Department (60 days after End Date)	Month 26	2/27/2019

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D

COMMUNITY DEVELOPMENT FUND

SPECIAL CONDITIONS

COUNTY OF JEFFERSON

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department may terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Prior to bidding construction for a project that includes first-time water or sewer service connections, the contractor must submit to the Department a list of households that have committed to connecting to the project. The list must be signed by the chief elected official and must identify all LMI households eligible for TxCDBG funded yard lines. The commitment from the household must be maintained in the local files and must be binding in nature, e.g., the system's standard request for service and payment of a nonrefundable deposit.
4. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

B. Other Special Conditions

1. Project Mapping/Design Information and Copyright

- a. Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by Contractor under this contract are involved.

2. Contractor shall mitigate all existing septic systems in accordance with Texas Commission on Environmental Quality rules (Title 30, Chapter 285, Subchapter D, Texas Administrative Code), which state, "A tank that is not to be used again for holding sewage shall be abandoned. To properly abandon, the owner shall conduct the following actions, in the order listed. (1) All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. (2) All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter) which is free of organic and construction debris."

EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with the HCD Act; laws and regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

Any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint laws cited in 24 CFR 570.608, and implementing regulations at 24 CFR Part 35.

II. ENVIRONMENTAL LAW AND AUTHORITIES

- A. Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508
- B. Historic Properties
 - National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101 *et seq.*)
 - Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - Federal historic preservation regulations at 36 CFR part 800
 - Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (54 U.S.C 312501-312508), as amended
- C. Floodplain management and wetland protection - Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetlands; and HUD regulations at 24 CFR part 55
- D. Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended
- E. Water systems
 - Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended
 - Sole Source Aquifers (Environmental Protection Agency - 40 CFR part 149)
- F. Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended
- G. Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended
- H. Air quality
 - Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended
 - Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency - 40 CFR parts 6, 51, and 93)
- I. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*), and implementing regulations at 7 CFR part 658
- J. HUD environmental criteria and standards at 24 CFR part 51
- K. Executive Order 12898, Environmental Justice in Minority Populations and Low-Income Populations

III. ACQUISITION/RELOCATION

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.*, and HUD regulations at 24 CFR Part 42 and 24 CFR 570.606

IV. FAITH-BASED ACTIVITIES

Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, and HUD regulations at 24 CFR 570.200(j)

V. OTHER UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. English Language - 2 CFR 200.111
- B. Mandatory Disclosures - 2 CFR 200.113

EXHIBIT F

CERTIFICATIONS

NOTE: Certain of these certifications and assurances may not be applicable to Contractor's project or program.

As the duly authorized representative of the County of Jefferson, I certify that:

Affirmatively Further Fair Housing -- It will comply with the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended, and HUD's implementing regulations at 24 CFR Part 100; and it will affirmatively further fair housing, as specified by the Department.

Anti-discrimination Laws -- It will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and HUD's implementing regulations at 24 CFR Part 1; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and HUD's implementing regulations at 24 CFR Part 8; and the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and HUD's implementing regulations at 24 CFR Part 146.

Anti-displacement and Relocation Plan -- It will minimize displacement of persons as a result of activities assisted with TxCDBG funds; it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24 and 24 CFR 42 Subpart A; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with TxCDBG funding.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 and the Department.

Environmental Review -- It will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*) and related Federal authorities prior to the commitment or expenditure of funds for property acquisition and physical development activities subject to implementing regulations at 24 CFR Parts 50 or 58.

Excessive Force -- It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a

policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Use of Funds (Special Assessments) -- It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient CDBG funds to comply with the requirements of subclause (A).

Compliance with Laws -- It will comply with applicable laws.



Jeff Branick, County Judge
County of Jefferson

1.9.17

Date

These certifications are material representations of fact upon which the Department can rely when entering into and executing this contract. If it is later determined that County of Jefferson knowingly made an erroneous certification, it may be subject to criminal prosecution. The Department may also terminate the award and take other available remedies.

Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 9th day of January, 2017, 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, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2017-1018 fiscal year and that grant funds may be available through the Criminal Justice Division; and

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

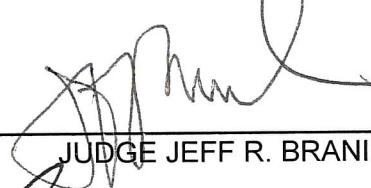
WHEREAS, Commissioners Court of Jefferson County designates Judge Jeff Branick, County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

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

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

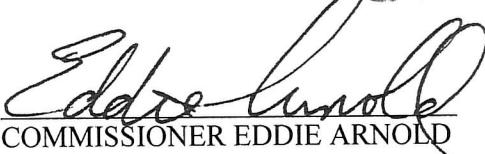
Grant /Application Number 1869012

SIGNED this 9th day of January, 2017.



JUDGE JEFF R. BRANICK





COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 9th day of January, 2017, 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, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2017-2018 fiscal year and that grant funds may be available through the Foundation for Southeast Texas beginning May 1st of the current year to April 30th of the following year; and

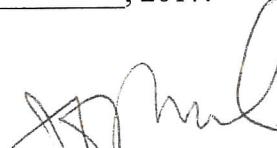
WHEREAS, Commissioners Court of Jefferson County assures that the funds will be returned to the Foundation for Southeast Texas if the grant project is not completed or the funds are not used; and

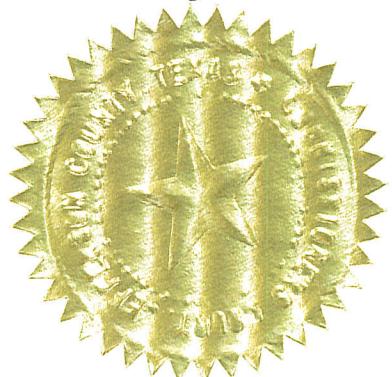
WHEREAS, Commissioners Court of Jefferson County designates Judge Jeff Branick, County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

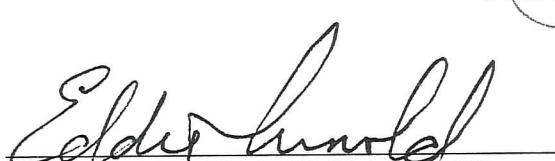
WHEREAS, this grant will not require matching funds.

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

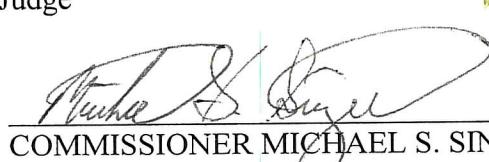
SIGNED this 9th day of January, 2017.

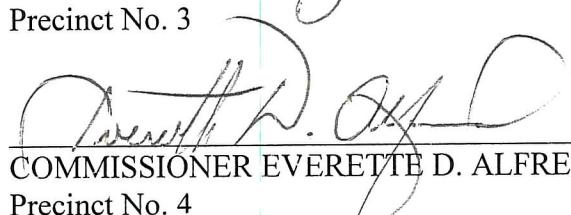

JUDGE JEFF R. BRANICK
County Judge




EDDIE ARNOLD
COMMISSIONER EDDIE ARNOLD
Precinct No. 1


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


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


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

Ron Westphal

From: Ron Westphal <ronaldw@co.jefferson.tx.us>
Sent: Tuesday, January 03, 2017 8:52 AM
To: 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Jody Jannise, Prct 1 Foreman; Kenneth Minkins; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; Rhonda Conlin, Environmental Control; Shedrick Evans, Prct 4 Executive Asst
Subject: Plats for Agenda
Attachments: 2017 01 03 - Olvera Place.pdf; 2017 01 03 - A&E Acres.pdf

Gentlemen,

I have the following plats to be placed on the agenda for January 9th 2017;

- 1) Olvera Place – located off Blewett Road in Precinct #4 and is outside any ETJ. This is a replat of several lots from the First Addition of the Oil City Sub'd plat from 1940.
- 2) A&E Acres – located off Dishman Road in Precinct #1 and inside the Beaumont ETJ. This is a minor plat of two lots totaling 5.9 acres.

Both of these plats meet Engineering requirements for approval. If you have any questions please give Don or I a call.

Ron

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

BEAUMONT

 TEXAS

December 15, 2016

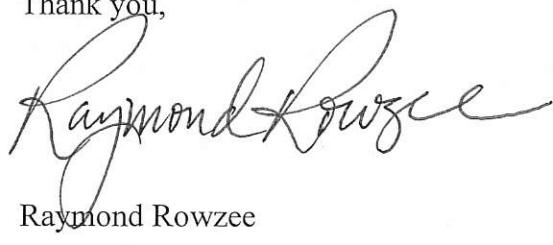
RON WESTPHAL
 JEFFERSON COUNTY ENGINEERING
 1149 PEARL 5TH FL
 BEAUMONT TX 77701
 ETJ plats

Dear Mr. Westphal:

Please see the enclosed Minor Plat of A&E Acres Subdivision. This plat is located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and was therefore submitted to my office under the "one stop" agreement with the county. Please place this plat on the County Commissioner's agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at rrowzee@beaumonttexas.gov.

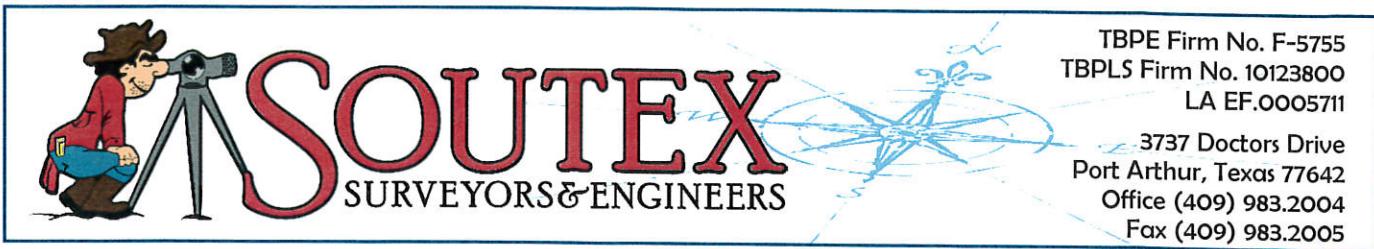
Thank you,



Raymond Rowzee

Planner I





December 16, 2016

Jefferson County
 Engineering Department
 1149 Pearl Street, 5th Floor
 Beaumont, Texas 77701

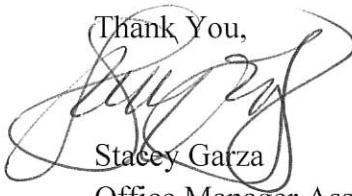
Attn: Don Rao

Ref: OLVERA PLACE: Tracts 30-A & 30-B, 221.2 Acres of Land, Replat of all of Lots 1-7, Lots 12-19, and Lots 24-26, Part of Lots 20-2, Lots 30-34 & 38, with Adjoining Right of Ways, First Addition of the Oil City Sub'd in the T & NORR Survey Sec. 23, A-144, Jefferson County, Texas.

Mr. Rao,

Transmitted herewith is 1 Copy of the above referenced Plat for acceptance and signatures of Commissioners.

If you have any questions, please call.

Thank You,

 Stacey Garza
 Office Manager Assistant



Permit No. 01-U-17

Precinct No. 4

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date December 14th, 2016

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

West Jefferson County MWD (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of potable water PIPE LINE, location of which is fully described as follows: BORE PIPE LINE WITH CASING PER JEFF CO. @ Smith Road. 10" water line extension as shown on plans prepared by Resource Consulting, LLC dated 8-17-2016

4 pages of drawings attached.

Construction will begin on or after its approval, 2016, 2017

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on REV. 2003 AND - 07/28/2011, and all subsequent revisions thereof to date.

Company West Jefferson County Municipal Water District

By Daniel Hidalgo

Title Assistant Manager

Address 7824 Glenbrook Drive
Beaumont, Texas 77705

Telephone 409.794.2338

Fax No. 409.794.1256

REVISED

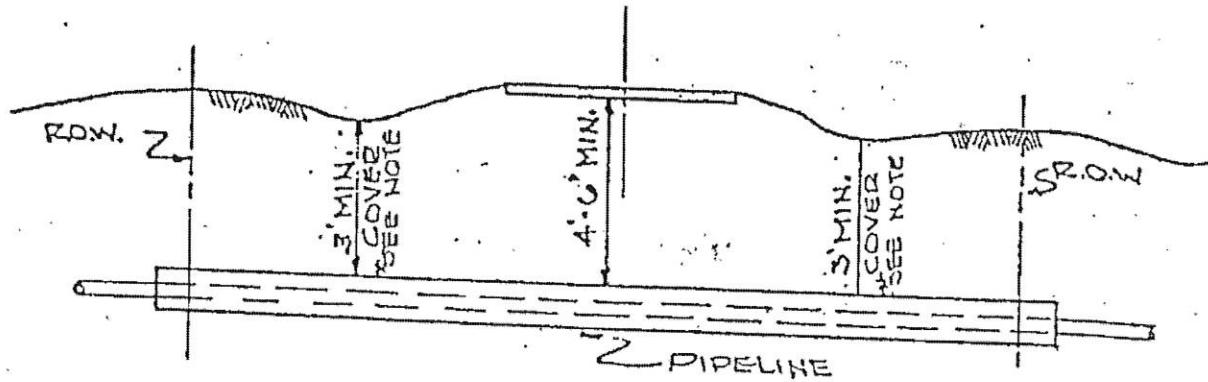
FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

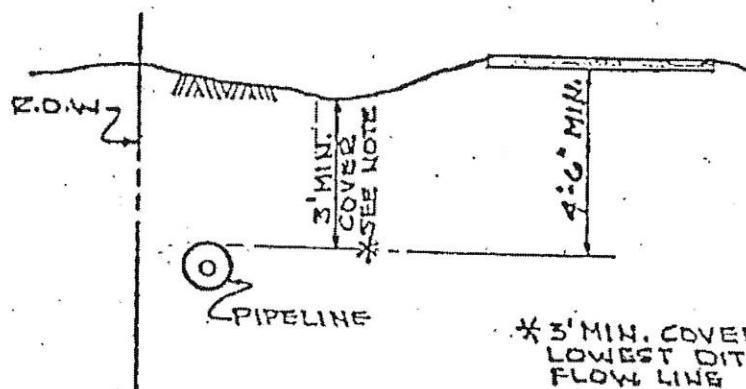
<u>1</u> road crossing @ \$100.00	<u>N/A</u>	\$ <u>N/A</u> "WEST JEFFERSON County MWD"
<u> </u> miles parallel @ \$150.00/mile or fraction	<u> </u>	\$ <u>N/A</u>
TOTAL		\$ <u>N/A</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



NOTE: CASING TO EXTEND 10' OUTSIDE R.O.W. EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)
12-7-79 NO SCALE orwell

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

Steve Stafford
Director of Engineering

01/05/2017
Date

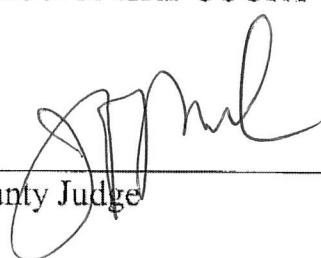
COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____

County Judge





JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

TO: COMMISSIONERS
 FROM: SHERIFF ZENA STEPHENS
 DATE: JANUARY 5, 2017
 RE: BUDGET CHANGES

In our efforts to restructure and cut cost in positions at the Sheriff's Office, I would like to propose the following changes to our budget. I would like these changes to be effective immediately, so we may move forward in our mission.

I would like to downgrade two of the Law Enforcement Chief Deputy's positions to Captains to serve in mid-level management to assist in the operations that were formerly executed by Chief Deputies and upper management. I would also like to move the current Major's position from the Corrections division to the Law Enforcement Division to better utilize that position in the operations of the Sheriff's Office. In reviewing staff at the Corrections level, I find it necessary to downgrade a Lieutenant to a Sergeant's position for first line supervision in the daily operations of the Corrections division.

Additionally, I would like to re-classify a Lieutenant's position from the Law Enforcement Division to a Union Administrative Assistant paid at a Captain's rate, as the administrator for the Marine division. This person would be utilized to oversee budget and equipment to lessen a financial impact to our county and industry. I feel there are savings to be found that would compensate for the added position to the Marine division. Although, this position would currently be funded through Law Enforcement salaries, we would hope that the Navigation District would see the benefit and budget for that position in the next fiscal year. This would potentially reduce our salaries an additional \$80,000 dollars a year.

The attached spread sheet prepared by the Auditor's Office explains the immediate impact to our budgeted salaries. Immediately we will be saving the county \$17,000 dollars in salary, with the potential of a \$100,000 dollar savings for future fiscal years to come.

This is just a start in my efforts to manage and save money within the budget and how it impacts our community. Thank you for your support, and I look forward to working with you in the future.

Sincerely,


 Sheriff Zena Stephens

cc: Auditing

**JEFFERSON COUNTY, TEXAS
EMPLOYEE RECLASSIFICATION REQUESTS
2016-2017 BUDGET YEAR**

Regular, January 09, 2017

There being no further business to come before the Court at this time,
same is now here adjourned on this date, January 09, 2017