

SPECIAL, 1/23/2017 1:30:00 PM

BE IT REMEMBERED that on January 23, 2017, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
January 23, 2017

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
January 23, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **23rd** day of **January 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

INVOCATION: Eddie Arnold, Commissioner, Precinct One

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

PURCHASING:

1. Consider and approve specifications for Request for Proposal (RFP 17-004/JW), Development Proposals for Former Texas Youth Commission (TYC) Property in Jefferson County.

SEE ATTACHMENTS ON PAGES 6 - 45

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve specifications for Invitation for Bid (IFB 17-005/JW), Sale of Land Located at Viterbo Road (Known as "Precinct No. 2 Rock Yard") in Jefferson County.

SEE ATTACHMENTS ON PAGES 46 - 79

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

3. Execute, receive and file interlocal agreement authorized under Government Code Title 7 (Chapter 791, Interlocal Cooperative Contracts, Subchapter B and Chapter C), and Local Government Code Title 8 (Chapter 271, Subchapter F, Section 271.101 and Section 271.102), between Goodbuy Purchasing Cooperative and the Education Service Center, Region 2, and Jefferson County.

SEE ATTACHMENTS ON PAGES 80 - 83

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

4. Execute, receive and file a contract for (RFP 16-011/JW), Management of the Ford Park Entertainment Complex for Jefferson County with Global Spectrum, L.P. d/b/a Spectra Venue Management.

Motion by: Commissioner Weaver

See Attachment on Pages 98-143

Second by: Commissioner Alfred

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

Action: APPROVED

COMMUNITY SUPERVISION:

5. Consider and possibly adopt a Resolution recognizing Joan Giglio Kirkpatrick for 30 years of dedicated service to the Jefferson County Adult Probation Department and wishes her well in her retirement.

SEE ATTACHMENTS ON PAGES 84 - 84

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY AUDITOR:

6. Consider and possibly adopt a Resolution recognizing Sharon Barker for her dedicated service to the Jefferson County Auditor's office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 85 - 85

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

7. Regular County Bills - check #429313 through checks #429515.

SEE ATTACHMENTS ON PAGES 86 - 92

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY COMMISSIONERS:

8. Receive and file State of Office and Oath of Office for Bryan Phelps, Commissioner for Jefferson County Emergency Service District No. 3 and Mike Doguet, Commissioner for Jefferson County Emergency Service District No. 3

SEE ATTACHMENTS ON PAGES 93 - 97

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

Other Business:

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

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

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 Request for Proposal

January 23, 2017

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 17-004/JW, Development Proposals for Former Texas Youth Commission (TYC) Property in Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://co.jefferson.tx.us/Purchasing/main.htm>, or by calling 409-835-8593.**

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

PROPOSAL NAME:	Development Proposals for Former Texas Youth Commission (TYC) Property in Jefferson County
PROPOSAL NO:	RFP 17-004/JW
DUE DATE/TIME:	11:00 AM CDT, February 14, 2017
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 proposal submission 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 proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 25th & February 1st, 2017

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PROPOSAL SUBMISSIONS

Offeror is responsible for submitting:

- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety;
- Five (5) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

Additionally, Offeror 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 response being declared as non-responsive.

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

Proposal Submittal Checklist

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

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

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- ☒ Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- ☒ An acknowledgment and/or response to each section of the proposal.
- ☒ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☒ Identification of three (3) entities/locations for which the Offeror has implemented development projects, including the name, position, and telephone number of a contact person at each entity.
- ☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- ☒ One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and Five (5) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

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

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

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

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms for the development of former Texas Youth Commission Property in Jefferson County, Texas.

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

1.1 Vendor Instructions

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

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

1.2 Governing Law

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

1.3 Ambiguity, Conflict, or other errors in the RFP

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

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

1.4 Notification of Most Current Address

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

1.5 Proposal Preparation Cost

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

1.6 Signature of Proposal

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

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

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

1.7 Economy of Presentation

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

1.8 Proposal Obligation

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

1.9 Incorporation by Reference and Precedence

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

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

1.10 Governing Forms

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

1.11 Implied Requirements

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

1.12 Compliance with RFP Specifications

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

1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an “active” status.

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

Offerors are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Evaluation

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

1.16 Withdrawal of Proposal

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

1.17 Emergency/Declared Disaster Requirements

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

1.18 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.

1.19 Award

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

1.20 Ownership of Proposal

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

1.21 Disqualification of Offeror

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

1.22 Contractual Development

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

1.23 Assignment

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

1.24 Contract Obligation

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

1.25 Termination

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

1.26 Inspections

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

1.27 Testing

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

1.28 Loss, Damage, or Claim

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

1.29 Taxes

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

1.30 Non-Discrimination

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

1.31 Conflict of Interest

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

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

1.32 Waiver of Subrogation

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

1.33 Acknowledgment of Insurance Requirements

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

1.34 Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see attached)

1.35 Workers' Compensation Insurance

1.35.1 Definitions:

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

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

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

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

1.35.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.34 above.

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

- 1.35.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1.35.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 1.35.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.35.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.35.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.35.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.35.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 1.35.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 1.35.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 1.35.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 1.35.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.35.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.35.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.35.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.35.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1. – 1.35.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

1.36 Pre-Proposal Conference

There will not be a Pre-Proposal Conference for this Request for Proposal.

1.37 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, February 14, 2017, to:

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701**

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors 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. Offerors are strongly urged to plan accordingly.

County Holidays – 2017:

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

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

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

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

1.38 Proposal 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 RFP and urgent County requirements preclude amendment to the RFP, 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.

1.39 Questions

Questions may be emailed to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us or faxed at: 409-835-8456.

1.40 Tentative Schedule of Events

January 23, 2017	Issuance of Request for Proposal
February 14, 2017	Deadline Submission (late proposals will not be considered)
Week of February 20, 2017	Proposals distributed to Evaluation Committee
Week of February 27, 2017	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of March 6, 2017	Conduct Interview/Best and Final Offer/Short List
March 13, 2017	Recommendation for Award

Please note:

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

2. Response Format

2.1 Introduction

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

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

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

2.3 Transmittal Letter

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

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

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However,

Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

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

2.4 Executive Summary

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

2.5 Table of Contents

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

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

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

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or

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

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

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

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

3. Proposal Submittal

The Proposal is due no later than **11:00 AM CDT, Tuesday, February 14, 2017**, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities/locations for which the Offeror has implemented development projects, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and Five (5) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications, should be mailed or delivered to:

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

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

4. Scope of Services

4.1 Objective

Jefferson County seeking development proposals for the former Texas Youth Commission (TYC) Property located in Jefferson County at 3890 FM 3514, Beaumont, Texas, 77705.

The TYC facility was built in 1995, with a second phase of construction completed in 1997. This property operated as a youth facility until its closure on August 31, 2011, and since has remained dormant.

Interested parties may contact the Jefferson County Judge's Office at 409-835-8466 to arrange a tour of property.

5. Project Requirements:

5.1 Financial Resources

Offeror must have adequate financial resources and provide evidence of those resources.

5.2 Insurance Requirements

Please provide a copy of your current certificate of insurance.

Upon award, offeror must provide a certificate of insurance that meets/exceeds insurance requirements as written on Pages 10-13 (Section 1.34 Insurance Requirements & 1.35 Workers Compensation Insurance-if applicable) of these specifications.

Offeror shall submit a letter from their insurance carrier stating that if selected, proposer will be able to obtain proper insurance coverage and certificates.

5.3 Financial Soundness

Please provide information (some form of Guarantee/Security) for Jefferson County that your firm will be financially viable one year from now.

Please provide an immediate project timeline and financial plan for facility improvements to bring the property back to daily use conditions. (i.e. What do you plan to fix? How much is your estimated cost? What is your estimated timeline for improvements?)

5.4 Assumption of Responsibility

Please provide and Assumption Date for when your firm will take responsibility/control of the property.

5.5 Past History of Development

Has your firm ever failed to complete a project development project in the past? If so please provide details.

Please provide a list of references and past development projects.

5.6 Lease Requirements

Offeror must be willing to enter into a long-term lease with Jefferson County for an initial term of 35 years.

Offeror must include a proposed yearly lease amount within proposal submission.

Offeror must take full responsibility for the facility including maintenance and operation, as well as all costs necessary to renovate. Please provide a plan for renovations.

6. Proposal Evaluation and Selection Process

6.1 Introduction

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

6.2 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee.

6.3 Evaluation Criteria (Total 100 Points)

Compensation (Proposed Yearly Lease Amount)	35 points
Experience in Property Development	20 points
Financial Soundness	20 points
Ability to Maintain Property	10 points
Experience in the Region	10 points
Quality of Management Team	5 points

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

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

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

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

Non-Disclosure Agreement

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

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

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

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Offeror Must Complete and Return This Page With Offer.

Signature Page

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

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

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

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

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

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

Offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____</p> <p>Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p>_____</p> <p>Date</p> </div> </div>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized
Representative

Signature

Title

Date

Offeror Must Complete and Return This Page With Offer.

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

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

Contractor Name: _____ HUB: p Yes p No

Address: _____

Street	City	State	Zip

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

Project Title & No.:

Prime Contract Amount: \$ _____

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

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

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

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative _____ Signature of Representative _____ Date _____

Printed Name of HUB	Signature of Representative	Date
---------------------	-----------------------------	------

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

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

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity):

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

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name:

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

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

Name (print or type): _____

Title:

Signature: _____

Date: _____

E-mail address:

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

Name (print or type): _____

Title:

Date: _____

E-mail address:

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

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

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

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

Offeror Must Complete and Return This Page With Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 2017.

Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

Appendix A

Aerial Photo of TYC Property (Photo 1 of 2)



Appendix A (Continued)

Aerial Photo of TYC Property (Photo 2 of 2)



APPENDIX B**Description of Buildings on Property****Page 39**

JC		Eff:							Jefferson	
Beaumont		4/14/2014							Area	
ID	Address	City	State	Zip		Stories	Total	Buildings	(Sq/Ft)	
270	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Gate House	1	192,000	192,000	1,600	
271	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Administration	1	1,561,140	1,561,140	11,151	
272	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Visitation	1	600,600	600,600	5,005	
273	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Physical Education	1	3,121,200	3,121,200	26,010	
274	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Education	1	2,001,960	2,001,960	16,683	
275	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Kitchen/Cafeteria/Warehouse	1	2,271,360	2,271,360	18,928	
276	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Security/Intake/Infirmary	1	1,937,160	1,937,160	16,143	
277	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Dorm 1	1	1,228,440	1,228,440	10,237	
278	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Dorm 2	1	1,260,000	1,260,000	10,500	
279	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Dorm 3	1	1,260,000	1,260,000	10,500	
280	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Dorm 4	1	2,225,280	2,225,280	18,544	
281	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Dorm 5	1	2,225,280	2,225,280	18,544	
282	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Maintenance	1	924,000	924,000	7,700	
283	3890 FM 3514	Beaumont	TX	77706	Al Price State Juv Corr Facility Hazmat Storage	1	139,320	139,320	1,161	
287	3890 FM 3514	Beaumont	TX	77705	Al Price State Juv Corr Facility Greenhouse	1	217,680	217,680	1,814	



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

January 23, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-005/JW, Sale of Land Located at Viterbo Road (Known as "Precinct No. 2 Rock Yard") in Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

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

BID NAME: Sale of Land Located at Viterbo Road
(Known as "Precinct No. 2 Rock Yard") in Jefferson County

BID NO: IFB 17-005/JW

DUE DATE/TIME: 11:00 AM CDT, Tuesday, February 14, 2017

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.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – January 25th & February 1st, 2017

IFB 17-005/JW
Sale of Land Located at Viterbo Road
(Known as Precinct No. 2 “Rock Yard”) in Jefferson County
Bids Due: 11:00 AM CDT, Tuesday, February 14, 2017

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BID SUBMISSIONS

- One (1) *original* bid copy to include a completed copy of this specifications packet in its entirety;
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

Additionally, Offeror 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 response 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, 3rd Floor
Beaumont, TX 77701

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

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

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

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

2. 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 – 2017:

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

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. 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.

9. Specifications

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

10. 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.

11. Currency

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

12. 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.

13. 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.

14. Definitions

“County” – Jefferson County, Texas.

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

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 17-005/JW.

Objective

Jefferson County seeks to sell land located at Viterbo Road (Known as Precinct No. 2 “Rock Yard”) in Jefferson County; **with a Minimum Bid Amount of \$299,000.00**

Interested persons may request a visit to this property by contacting Jamey West, Assistant Purchasing Agent at 409-835-8593.

Scope

The Purchasing Department will receive sealed bids for the sale of land located at Viterbo Road (Known as Precinct NO. 2 “Rock Yard”) in Jefferson County.

PROPERTY LOCATION: The land is on the northerly side of Viterbo Road and easterly of W. Port Arthur Road and the railroad ROW along the east side of W. Port Arthur Road, Beaumont, Texas 77705.

LAND DESCRIPTION (Tract 1-A): The land has an area of **17.97 acres** with 576’ frontage along Viterbo Road. The western property line (1,410 LF) is encumbered by a pipeline easement and there is a railroad ROW between the subject land and W. Port Arthur Road. There is also a drainage ditch that adjoins the eastern property line that veers westerly across the center of the tract. The attached aerials (APPENDIX A) indicate that there are a couple crossings over the canal for vehicular access to the rear of the land. It is also understood that there is a railroad spur that was on the front corner of the land. The FEMA Map (APPENDIX D) indicates the land is in Zone – A15; an area within the 100-year flood plain. It is outside all city limits and is not zoned nor are there any known deed restrictions that would not allow the land to be developed to its highest and best use. For the most part, the surrounding land uses are commercial and light industrial in nature. Utilities include electricity, telephone and water.

Please note: Jefferson County will retain Tract 1-B, a 6.64 acre portion of this property (Precinct No. 2 Stock Yard). The Drill Site is located within this tract.

DESCRIPTION OF IMPROVEMENTS: None other than some perimeter fencing and all-weather surfacing along Viterbo Road.

ADDITIONAL LAND INFORMATION:

- Photographs of Property (See APPENDIX A)
- Comparable Land Sales Summary (See APPENDIX B)
- Environmental Assessment Information (See APPENDIX C)
- Additional Plat Information/Photos & Flood Plain Information (See APPENDIX D)

Jefferson County has determined that the above-identified parcel will be put up for public sale and will consider offers from potential buyers for the sale of the parcel.

Jefferson County reserves the right to reject any or all offers to buy the property or properties and to provide preference to a governmental agency or a not-for-profit that is supporting the needs of the County. The County further reserves the right, that if the land is not sold, to dispose of the property as it sees fit.

The above property is sold "as is, where is."

The successful bidder will be required to provide a **NON-REFUNDABLE** "earnest money" deposit equal to at least one percent (1%) of the offering price to the County within (2) two working days of notification of award of the right to buy the property. Closing of the property must be completed within sixty (60) days of notification of award.

All offers must be submitted on the official bid form included as part of this IFB.

Please note that this IFB is not seeking an agent to represent the County in the offering for sale of property and no agent shall receive payment, fees, etc., from the accepted price to be paid for the property.

Closing Cost

The successful bidder shall be responsible for appraisal fee for the tract and shall pay all costs to close the transaction.

Mineral Rights

All mineral rights shall remain the property of Jefferson County.

Legal Description

TRACTS 1-A AND 1-B
24.61 (CALLED 24.440) ACRES OF LAND
OUT OF BLOCK 18, RANGE "M"
PORT ARTHUR LAND COMPANY SUBDIVISION
IN THE WILLIAM McFADDIN SURVEY,
SECTION NO. 4, ABSTRACT NO. 420,
JEFFERSON COUNTY, TEXAS

BEING 24.61 (Called 24.440) acres of land out of and a part Lots 1, 2, 3 & 7, Block 18, Range "M", Port Arthur Land Company Subdivision of the William McFaddin Survey, Section No.4, Abstract No. 420, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; being the same tract of land conveyed to Jefferson County, Texas, recorded in Volume 1753, Page 146, Deed Records, Jefferson County, Texas; said 24.61 acre tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a $\frac{1}{2}$ " steel rod, capped and marked "SOUTEX", set on the North right of way line of a dedicated road named Viterbo Road; said $\frac{1}{2}$ " steel rod being the Southwest corner of a (Called 42.47) acre tract of land conveyed to Third Coast Equity, LLC, recorded in File No. 2015007896, Official Public Records, Jefferson County, Texas; having a State Plane Coordinate of N: 13926442.72, E: 3540803.94;

THENCE, South 36 deg., 39 min., 32 sec., West (Called South 40 deg., 17 min., 00 sec., West), on the North right of way line of said Viterbo Road, a distance of 1626.10' to a $\frac{5}{8}$ " steel rod found on the East line of a 100' wide Southern Pacific Railroad right of way; said $\frac{5}{8}$ " steel rod being the Southwest corner of the herein described tract;

THENCE, North 30 deg., 56 min., 44 sec., West (Called North 27 deg., 10 min., 00 sec., West), on the East line of said Southern Pacific Railroad right of way, a distance of 1410.16' (Called 1410.46') to a $\frac{1}{2}$ " steel rod, capped and marked "MARK WHITELEY", found for the Southwest corner of a (Called 30.6127) acre tract of land conveyed to Valero Partners Lucas, LLC, recorded in File No. 2013039467, Official Public Records, Jefferson County, Texas; said $\frac{1}{2}$ " steel rod being the Northwest corner of the herein described tract;

THENCE, North 86 deg., 47 min., 34 sec., East (Called North 89 deg., 44 min., 00 sec., East), a distance of 900.96' passing a $\frac{5}{8}$ " steel rod found for the Southwest corner of the (Called 42.47) acre tract, same being the Southeast corner of a (Called 10.499) acre tract of land conveyed to Building Materials Investment Corp., recorded in File No. 2007006475, Official Public Records, Jefferson County, Texas; continuing for a total distance of 1698.66' to the POINT OF BEGINNING and containing 24.61 acres of land, more or less.

Note: Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on May 12, 2016.

Jefferson County
LS-16-0135-A

Bidder Information Form

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

Bid Name & Number: IFB 17-005/JW, Sale of Land Located at Viterbo Road
(Known as Precinct No. 2 "Rock Yard") in Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

Mailing Address:

Address

City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

Printed Name				

Title				

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: **Sale of Land Located at Viterbo Road (Known as "Precinct No. 2 Rock Yard") in Jefferson County**

The Contractor is now bound to purchase the property 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. 17-005/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
Land Located at Viterbo Road (Known as "Precinct No. 2 Rock Yard") in Jefferson county	<div style="font-size: 1.2em;">\$ _____ . _____</div> <div style="margin-top: 10px;">Minimum Bid: \$299,00.00</div>

The successful bidder will be required to provide a NON-REFUNDABLE "earnest money" deposit equal to at least one percent (1%) of the offering price to the County within (2) two working days of notification of award of the right to buy the property. Closing of the property must be completed within sixty (60) days of notification of award.

Payment shall be made by the successful bidder on day of closing by guaranteed funds.

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 _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who

(name)

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

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

(name)

for _____ and have been duly authorized to execute the

(name of firm)

foregoing on behalf of the said _____.

(name of firm)

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____

(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 2017.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

AERIAL PHOTOGRAPH



The photo is believed to be a couple years old but still representative of the subject property and surrounding land uses. *Presented on Pages 16-17 are various current photos of the property.*

SUBJECT PROPERTY PHOTOGRAPHS



VIEW ALONG VITERBO ROAD



VIEW ALONG VITERBO ROAD



VIEW ALONG W. PORT ARTHUR ROAD & RAILROAD ROW



VIEW OF SITE FROM VITERBO ROAD

APPENDIX B**COMPARABLE LAND SALES SUMMARY TABLE**

No.	Location	Sale Date	Price	Size in Acres	Price/ Acre
1.	Knauth Road	10/24/2014	\$357,481	16.627	\$21,500
2.	6363 N. Twin City Highway (Unit 1)	05/04/2015	\$175,000	7.540	\$23,210
3.	Commercial Drive (Garth Industrial Park)	08/14/2014	\$135,000	9.486	\$14,231
4.	Hwy 124 (Fannett Road)	08/14/2015	\$330,000	7.601	\$43,417
5.	Hwy 124 (Fannett Road)	07/27/2015	\$406,698	9.337	\$43,558

ROBERT STRODER, P.E.
County Engineer
ED GRISSOM
First Assistant
ERNEST V. HUNTER, JR.
Right-of-Way Agent



JEFFERSON COUNTY
COURTHOUSE
5th Floor
1149 Pearl Street
Beaumont, Texas 77701
409 835-8584
FAX 409 835-8718

March 7, 1994

Commissioners' Court
1149 Pearl - 4th Floor
Beaumont, TX 77701

Re: Old Asphalt Plant at Viterbo Road and West Port Arthur Road
Honorable Commissioners' Court:

Precinct 2 is in the process of demolishing the above referenced plant and has discovered an old tank car filled with asphaltic oil. In addition, the car is lined with asbestos insulation. Both the asbestos and the asphaltic materials are of such a nature that they can not be disposed of in a land fill. They must be disposed of by contractors that are licensed to handle such materials and in licensed landfills. Cost of removal and disposal for the asphalt would be in the \$10,000 to 15,000 range. The removal of the asphaltic oil and disposal would be in the \$5,000 range. These are just very preliminary estimates on my part. Since the asphalt plant was operated by all four precincts and was used by surrounding cities, I feel that this is a county problem and not just a Precinct 2 problem.

With the Courts' permission I will have specifications for removal and disposal prepared by Safety, Inc. who will perform tests for asbestos. This will allow us to obtain estimates from contractors for disposing of these materials. If we can keep the total removal cost under \$15,000, then formal bid documents will not be required. However, we will still obtain a minimum of three bids to comply with the State Purchasing Act. Should the estimates exceed \$15,000, then an item will be placed on the Commissioners' Court Agenda for approval. If you have any questions, please advise.

Sincerely,

Robert Stroder, P.E.
County Engineer

cc: Tom Rugg, First Asst., Civil Division

**CLIENT:**

JEFFERSON COUNTY PRECINCT #2
c/o MR. MARK DOMINQUE
2748 VITERBO ROAD BOX #2
BEAUMONT, TEXAS 77705

PROJECT/LOCATION:

SAMPLES OF ASPHALT CEMENT
FROM STORAGE TANK @ MAINTENANCE
FACILITY ON VITERBO ROAD
MID-COUNTY

REPORT DATE: February 16, 1994

REPORT DATE: 94012-212

SCOPE:

Samples of asphaltic cement were secured from the referenced job-site by T&N Personnel on January 31, 1994 and submitted to our laboratory for subsequent tests. The following standard procedures were utilized in performing the laboratory test program:

PROCEDURE

EPA - 418.1
ASTM-D 3381
ASTM-D 2270
ASTM-D 473
EPA - 1010
EPA - 8020

DESCRIPTION

TPH
Specific Gravity
Viscosity
Solubility
Ignitability
BTEX

AUTHORIZATION:

Sampling, preparation and laboratory testing was authorized by Mr. Robert Stroder, P.E., Jefferson County Engineer on January 26, 1994.

LABORATORY TEST RESULTS:

Laboratory analysis and test results are presented in the "Summary of Laboratory Test Data" attached.

DISCUSSION OF TEST RESULTS:

A review of the laboratory test results indicates a TPH and BETX Content above EPA/TWC levels to allow disposal by normal procedures (solid waste disposal, landfill, etc.). Viscosity CPS, Specific Gravity and Soluble Content do not meet acceptable limits for normal asphaltic cement for road and street construction. The material sampled may be utilized in a cut-back asphaltic solution for prime or tack coat in preparing of subbase, etc. for street and road construction.

We appreciate this opportunity to provide our services for this project. Please let us know should you require additional data or information and "Thanks for Your Support".

Respectfully submitted for your acceptance,

T & N LABORATORIES, INC.



Tom A. Farmer, M.E.
President

TAF/sw

Copies: 2 - Client
1 - Robert Stroder, P.E.
1 - File #94012

SUMMARY OF LABORATORY TEST DATA

PROJECT: LAB TEST RESULTS OF ASPHALTIC CEMENT (OLD)

PROJECT NO.: 94015 - 212

DATE RECEIVED: JANUARY 31, 1994

SAMPLED FROM: OLD STORAGE TANK AT PRECINCT. #2 MAINT. FACILITY, VITERBO ROAD

SEE DISCUSSION OF TEST RESULTS

REMARKS:

SAMPLE I.D.	#1 Sample Of Old Asphalt 1/31/94 1:30 PM			
LAB NO.	4B-0128	DATE	TIME	ANALYST
TPH, mg/Kg	62,100	2/8/94	14:10	R.A.
Specific Gravity, g/cc	0.8689	2/8/94	11:00	M.H.
Viscosity, cps	>1,000,000	2/14/94		E.C.
Soluble, %	40	2/8/94	16:00	E.S. III
Ignitability, F (Pensky-Martens Closed Cup)	>200	2/4/94	11:45	J.M.
Benzene, mg/Kg	<0.1			
Ethylbenzene, mg/Kg	11.5			
Toluene, mg/Kg	<0.1			
Xylene (omp), mg/Kg	28.2			
BETX DATE OF ANALYSES:	2/8/94			
BETX ANALYST INITIALS:	B.K.			

SAMPLE I.D.	#2 Sample Of Old Asphalt 1/31/94 1:30 PM			
LAB NO.	4B-0129	DATE	TIME	ANALYST
TPH, mg/Kg	57,000	2/8/94	14:10	R.A.
Specific Gravity, g/cc	0.9066	2/8/94	11:00	M.H.
Viscosity, cps	>1,000,000	2/14/94		E.C.
Soluble, %	41	2/8/94	16:00	E.S. III
Ignitability, F (Pensky-Martens Closed Cup)	>200	2/4/94	11:45	J.M.
Benzene, mg/Kg	<0.1			
Ethylbenzene, mg/Kg	5.1			
Toluene, mg/Kg	<0.1			
Xylene (omp), mg/Kg	<0.1			
BETX DATE OF ANALYSES:	2/8/94			
BETX ANALYST INITIALS:	B.K.			

SAMPLE I.D.

#3 Sample Of Old Asphalt
1/31/94 1:30 PM

LAB NO.	4B-0130	DATE	TIME	ANALYST
TPH, mg/Kg	151,000	2/8/94	14:10	R.A.
Specific Gravity, g/cc	0.9728	2/8/94	11:00	M.H.
Viscosity, cps	>1,000,000	2/14/94		E.C.
Soluble, %	38	2/8/94	16:00	E.S. III
Ignitability, F (Pensky-Martens Closed Cup)	>200	2/4/94	12:10	J.M.
Benzene, mg/Kg	<0.1			
Ethylbenzene, mg/Kg	0.9			
Toluene, mg/Kg	<0.1			
Xylene (omp), mg/Kg	<0.1			

BETX DATE OF ANALYSES: 2/8/94
 BETX ANALYST INITIALS: B.K.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
Office of Air Quality - Technical Services
Asbestos Removal Invoice
(512) 239-1535

70

Invoice Date:
09/23/94

Notification No.:
49114100

Accounting Receipt No.: _____ Date Rec'd: _____
Amount Received : _____ Check No. _____ Initials: _____

(AGENCY USE ONLY)

OWNER/OPERATOR MAILING INFORMATION:

Name: [JEFFERSON COUNTY COURTHOUSE]

Address: [1149 PEARL STREET]

[BEAUVONT, TX 77701-0000]

SITE INFORMATION:

Unit Name: [ASPHALT STORAGE TANK]

Site Location: [STORAGE RAW MATERIAL]

Site City: [NEDERLAND]

RACM REPORTED: Ln.Ft.: [0] Sq.Ft.: [400] Cu.Ft.: [0]

Ln. M.: [0] Sq. M.: [0] Cu. M.: [0]

ARUs CALCULATED: [2.5]

The fee assessment is based on a rate of \$20 per ARU with a minimum fee of \$50 and a maximum fee of \$7500 per notification.

FEE DUE:

\$50.00

CHECK NO.:

RETURN INVOICE FORM AND PAYMENT TO:

Texas Natural Resource Conservation Commission
Office Of Air Quality/Technical Services
ATTN: Asbestos Fees
P.O. Box 13088
Austin, Texas 78711-3088

RECEIVED
PURCHASING
DEPT.

SEP 28 1994

AM

PM

7 8 9 10 11 12 1 2 3 4 5 6

MATERIAL RECEIVED REPORT
I CERTIFY THAT I PERSONALLY RECEIVED FOR
JEFFERSON COUNTY THE ABOVE LISTED ITEMS. I
FURTHER CERTIFY THAT I HAVE EXAMINED EACH
ITEM AND THAT ALL WERE IN GOOD CONDITION
UNLESS OTHERWISE NOTED BY ME.
DATE 10/03/94
Authorized Signature

COPIES:

WHITE - TECH. SERVICES
YELLOW - FISCAL
PINK - OWNER/OPERATOR

1120202 431 5077

John Hall, *Chairman*
 Pam Reed, *Commissioner*
 Peggy Garner, *Commissioner*
 Anthony Grigsby, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

TO WHOM IT MAY CONCERN:

Effective September 1, 1992, the Texas Air Control Board (TACB) began collecting Asbestos Notification Fees from contractors related to asbestos removal projects as stated in TACB General Rule 101.28. Effective August 18, 1993 the rule was changed to state that the **owner/operator** shall be responsible for the Texas Natural Resource Conservation Commission (TNRCC) asbestos notification fee.

Enclosed is the Asbestos Removal Fee Invoice related to the recent notification referenced on the invoice. The fee due is indicated near the bottom left side of the form. **The fee must be paid within 30 days of the invoice date.** Please make your checks payable to the "TNRCC" and mail to the address on the invoice.

THE WHITE AND YELLOW COPIES OF THE INVOICE MUST ACCOMPANY YOUR PAYMENT FOR YOU TO RECEIVE PROPER CREDIT. PLEASE KEEP THE PINK COPY OF THE INVOICE FOR YOUR RECORDS.

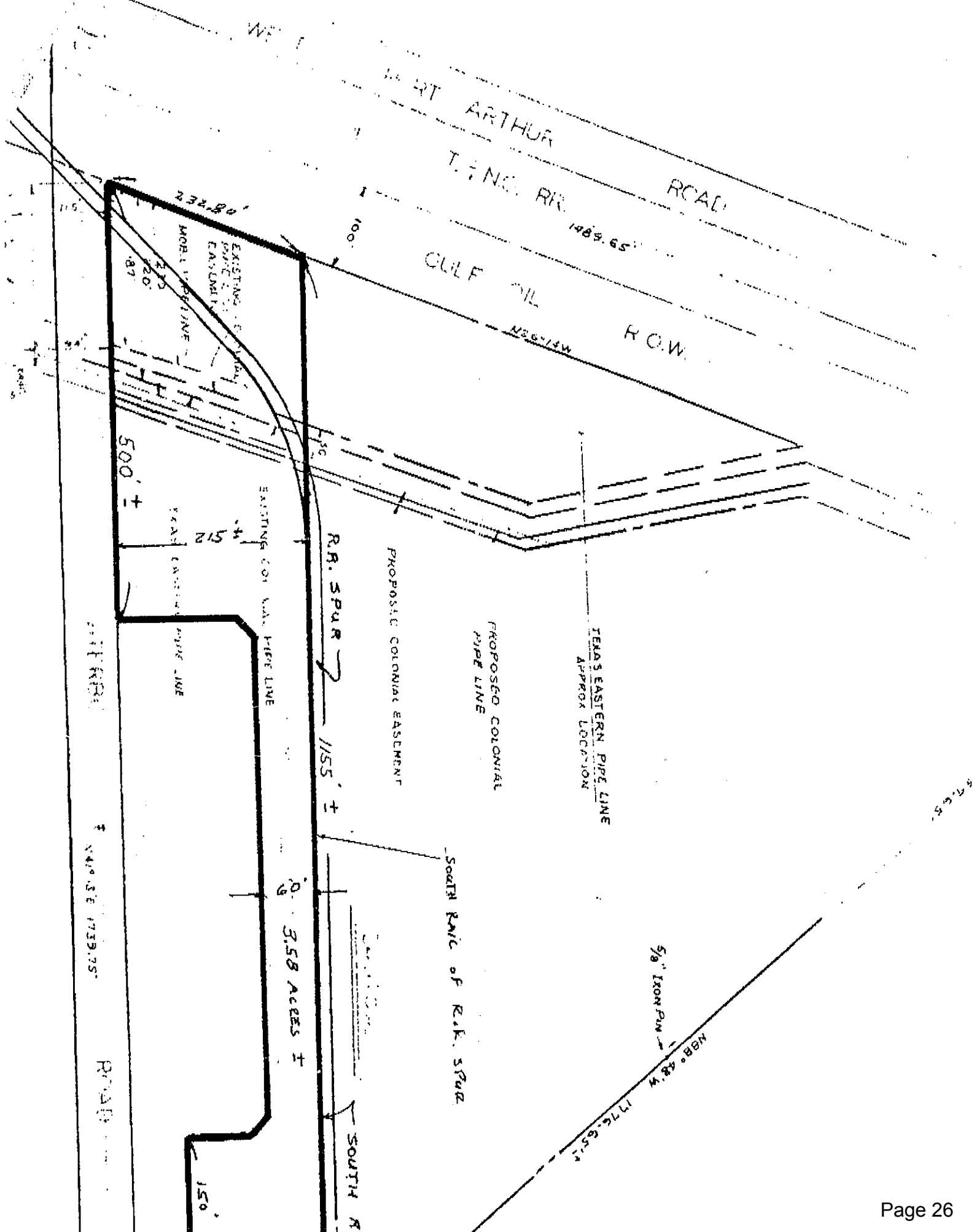
If you have any questions or need more information please contact me at (512)239-1622 or the FAX number is (512)239-1555.

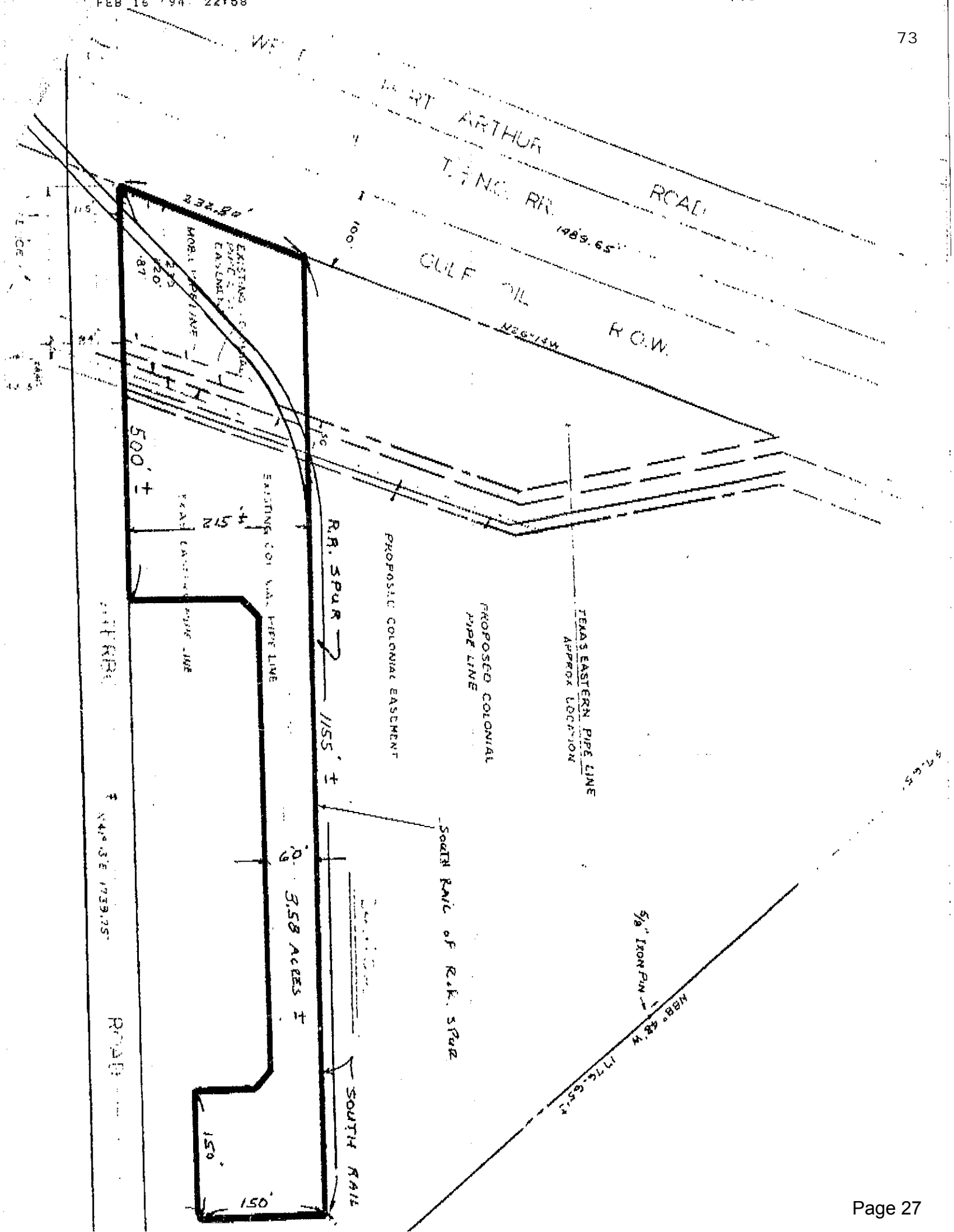
Sincerely,

Carole Ransom
 Office of Air Quality
 Technical Services

RECEIVED
 PURCHASING
 DEPT.

SEP 28 1994
 AM PM
 7 8 9 10 11 12 1 2 3 4 5 6







JEFFERSON C.A.D. PLAT MAP



InterFlood

Instant flood maps and data

[Buy](#)[Get Maps](#)[My Account](#)[Questions](#)[a la mode](#)[Logout](#)

Flood Data

USPS Address: viterbo road
TX 77642

Community Name: JEFFERSON COUNTY

Community #: 480385

County:

Census Tract: 0112.01

Flood Zone: A15

Map Date: 1991-11-20

Flood Map Type and Color Options

Type: Aerial

Zone
Color:

Blue



APPLY MAP OPTIONS

Flood Map

To Save your flood map, use your **right** mouse button and **click** directly on it. Then, depending on what you want to do, select:

- **Save Picture As...** to copy the flood map to your hard drive
- **Copy** to place the flood map in Windows memory so you can paste into another program
- **Print Picture ...** to print the flood map immediately

InterFlood by a la mode

Prepared for: Bishop Real Estate Appraisers, Inc.
viterbo road



MAP DATA

FEMA Special Flood Hazard Area: Yes

Map Number: 4803850285C

Zone: A15

Map Date: November 20, 2014

MAP LEGEND

Areas inundated by 500-year flooding

Areas inundated by 100-year flooding

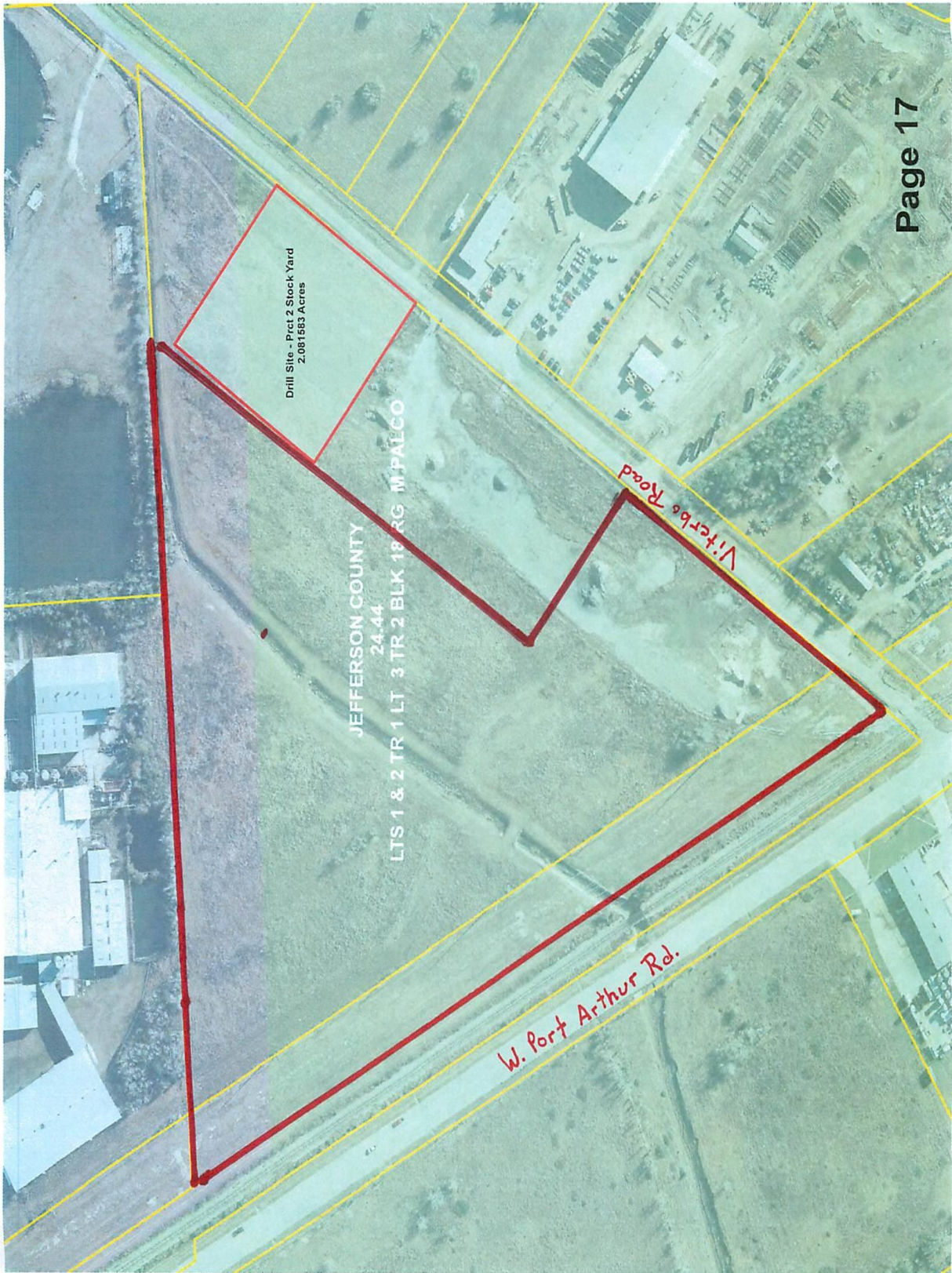
...

Protected Areas

Floodway

...

Powered by CoreLogic®







Purchasing Program of the Education Service Center, Region 2

Interlocal Participation Agreement for the Goodbuy Purchasing Cooperative

This Interlocal Participation Agreement is entered into by and between the Goodbuy Purchasing Cooperative, and the Education Service Center, Region 2, a state agency of cooperating local governments, acting on its own behalf of all participating local governments, and the undersigned local government of the State of Texas (Program Member). Herein, referred to as Goodbuy. The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members.

Witnesseth:

WHEREAS, the Program Members are authorized by the Texas Government Code, Chapter 791, et seq., of the Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form Cooperative Purchasing Programs; and

WHEREAS, the Education Service Center, Region 2 is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Program Member does hereby adopt the Interlocal Participation Agreement, and such further amendments as may be made in the future, reflecting the evolving mission of Goodbuy and further agrees to become an additional party to that certain Interlocal Agreement.

NOW BE IT RESOLVED that the undersigned Program Member in consideration of the agreement of the Goodbuy Purchasing Cooperative and the Program Members to provide services as detailed in this agreement does hereby agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Interlocal Cooperation Participation Agreement:

The Program Member by the adoption and execution of this Agreement hereby adopts and approves the Interlocal Participation Agreement.

2. Term:

This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals.

3. Termination:

(a) **By the Program Member:** This Agreement may be terminated by the Program Member at any time by thirty (30) days prior written notice to Goodbuy;

(b) **By the Program:** The Program may terminate this Agreement by giving thirty (30) days notice by certified mail to the Program Member if the Program Member fails to abide by this Agreement, or by state laws of the State of Texas or any procedure of the Program.





Purchasing Program of the Education Service Center, Region 2

(c) **Termination Procedure:** If the Program Member terminates its participation during the term of this Agreement or breaches this Agreement, or if Goodbuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.

4. Program Reporting:

The Program Member shall provide monthly activity reports to Goodbuy (all purchases conducted through Cooperative contracts). These reports may be modified from time to time as deemed appropriate by Goodbuy.

GENERAL PROVISIONS

1. Authorization to Participate:

Each Program Member represents and warrants that its governing body has duly authorized its participation in the Goodbuy Purchasing Cooperative.

2. State Laws:

The Program Member and Goodbuy agree to abide by the State of Texas laws governing the Purchasing Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Program.

3. Cooperation and Access:

The Program Member and Goodbuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by Goodbuy or the Program Member. Goodbuy reserves the right to audit the relevant records of any Program Member, and vice-versa. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Program Member.

4. Coordinator:

The Program Member agrees to appoint a program coordinator who shall have expressed authority to represent the Program Member, and Goodbuy will not be required to contact any other individual regarding program matters. Any notice to the coordinator shall be binding upon the Program Member. The Program Member reserves the right to change the coordinator as needed by giving written notice to the Goodbuy Administrator within 10 days. Such notice is not effective until received by Goodbuy.

5. Defense and Prosecution of Claims:

The Program Member authorizes Goodbuy to regulate the commencement, defense, intervention, or participate in a judicial, administrative, or other governmental proceedings or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of Goodbuy and/or any past or current Program Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, at the Program's sole discretion, with respect to such litigation, claims or disputes. The Program Member does hereby agree that any suit brought against Goodbuy or a Program Member may be defended in the name of Goodbuy or the Member by the counsel selected by Goodbuy, at its sole discretion, or its designee, on behalf of and at the expense of Goodbuy as necessary for the prosecution of any litigation. The Texas School Law Bulletin, 2012 Edition - page 33, Section 8.006 Immunity from Liability: An employee or volunteer of a regional education service center is immune from liability to the same extent as an employee or volunteer of a school



Purchasing Program of the Education Service Center, Region 2

district (added by Acts 1997 - 75th leg. ch.268, 1 eff. May 26, 1997). Full cooperation by the Program Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Program Member hereby designates Goodbuy to act as a class representative on its behalf in matters rising out of this Agreement.

6. Governance:

Goodbuy shall be governed by a Board of Trustees ("Board") for the Education Service Center, Region 2, in accordance with the laws of the State of Texas.

7. Limitations of Liability:

PROGRAM, ITS ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Warranty:

THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Merger:

The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the Goodbuy Purchasing Cooperative, and Program Member electing to participate in the Program.

10. Notice:

Any written notice to the Goodbuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: Goodbuy Bid Administrator, Education Service Center, Region 2, 209 North Water Street., Room 1-09, Corpus Christi, Texas 78401-2528.

11. Venue:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and venue shall lie in Nueces County, Texas.

12. Warranty:

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.



Purchasing Program of the Education Service Center, Region 2

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives;
TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: Melanie Canedo Date: 1-12-17
 Melanie Canedo, MBA Goodbuy Relations Representative

Jefferson County
 (Name of Local Government)

By: [Signature] Date: January 23, 2017
 (Signature of authorized representative of Program Member)
JEFF R. BRANICK, Jefferson County Judge

Coordinator for the Program Member:

Name: Deborah Clark, Purchasing Agent
 Street Address: 1149 Pearl Street, 1st Floor
 City, State, Zip: Beaumont, Texas 77701
 Telephone: 409-835-8593
 Fax: 409-835-8456
 Email: syphrett@co.jefferson.tx.us

ATTEST
 DATE

[Signature]
1/23/17





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 23rd day of January, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, Sharon Barker, has devoted 24 years of her life serving the people of Jefferson County with pride and professionalism; and

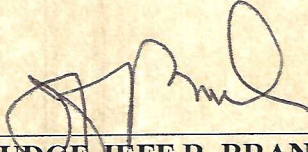
WHEREAS, Sharon Barker, began her career with Jefferson County as a clerk with the County Clerk's office under the direction of Lolita Ramos in November 1992 until she transferred to the County Auditor's office in June 1994 where she has dedicated her talents and services as a clerk in the Accounts Payable division; and

WHEREAS, through hard work and commitment to excellence, **Sharon Barker**, has earned the respect of her colleagues and the citizens of Jefferson County; and


WHEREAS, having made a significant contribution to the Jefferson County Auditor's Office, **Sharon Barker**, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends, co-workers, and vendors of Jefferson County. In her retirement, she will enjoy spending time with friends and family (especially her grandkids) and fishing.


NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Sharon Barker**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

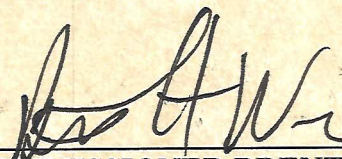
SIGNED this 23rd day of January, 2017.


JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

PGM: GMCOMMV2	DATE 01-23-2017	PAGE: 1 86
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	696.67	429382
ROAD & BRIDGE PCT.#1		696.67**
CARQUEST AUTO PARTS # 96	372.07	429327
ENTERGY	947.68	429337
M&D SUPPLY	113.95	429349
MUNRO'S	28.65	429354
EDDIE ARNOLD	861.56	429446
AIRGAS SOUTHWEST	29.84	429452
A-1 MAIDA FENCE COMPANY	450.00	429493
GULF COAST	1,906.65	429511
ROAD & BRIDGE PCT.#2		4,710.40**
J.K. CHEVROLET CO.	200.05	429343
THE MUFFLER SHOP	35.00	429353
MUNRO'S	20.00	429354
RALPH'S INDUSTRIAL ELECTRONICS	41.80	429365
AT&T	93.36	429372
CENTERPOINT ENERGY RESOURCES CORP	158.21	429447
B-GREENER INDUSTRIAL CLEANERS LLC	1,311.44	429458
GULF COAST	347.70	429511
LJ'S HYDRAULIC & AIR REPAIR	248.19	429513
ROAD & BRIDGE PCT. # 3		2,455.75**
CITY OF PORT ARTHUR - WATER DEPT.	31.52	429328
ENTERGY	28.29	429337
MUNRO'S	61.30	429354
OFFICE DEPOT	113.73	429357
WEAVER, FALGOUT, & CARRUTH, INC.	27.99	429384
CENTERPOINT ENERGY RESOURCES CORP	32.16	429447
SCHEAFFER MFG CO	1,025.01	429479
ROAD & BRIDGE PCT.#4		1,320.00**
CITY OF BEAUMONT - LANDFILL	25.00	429319
AUDILET TRACTOR SALES	48.15	429320
AUTOMATIC PUMP & EQUIPMENT CO INC	40.00	429321
COTTON CARGO	339.60	429333
CASH ADVANCE ACCOUNT	314.50	429346
M&D SUPPLY	430.16	429349
MUNRO'S	73.56	429354
SMART'S TRUCK & TRAILER, INC.	669.93	429368
AT&T	76.36	429372
TRIANGLE AIR CARE, INC.	247.00	429381
VULCAN MATERIALS CO.	19,642.11	429383
UNITED STATES POSTAL SERVICE	1.20	429420
US POSTAL SERVICE	80.00	429427
SAM'S CLUB DIRECT	889.44	429471
SUBURBAN PROPANE L.P.	533.25	429480
TRANSIT & LEVEL CLINIC LLC	16.80	429503
TRINITY VALLEY TRACTORS INC	327.40	429510
GULF COAST	1,342.34	429511
ENGINEERING FUND		25,096.80**
DLT SOLUTIONS LLC	513.06	429318
UNITED STATES POSTAL SERVICE	2.51	429420
PARKS & RECREATION		515.57**
SPRINT WASTE SERVICES LP	310.80	429485
GENERAL FUND		310.80**
TAX OFFICE		
PITNEY BOWES, INC.	35.94	429361
CDW COMPUTER CENTERS, INC.	132.05	429388

PGM: GMCOMMV2	DATE 01-23-2017	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	1,490.84	429420
COUNTY HUMAN RESOURCES		1,658.83*
MOORMAN & ASSOCIATES, INC.	150.00	429352
PINNACLE EMPLOYEE TESTING	120.00	429360
SOCIETY FOR HUMAN RESOURCE	199.00	429369
UNITED STATES POSTAL SERVICE	7.26	429420
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	125.00	429506
AUDITOR'S OFFICE		601.26*
CDW COMPUTER CENTERS, INC.	109.25	429388
UNITED STATES POSTAL SERVICE	30.07	429420
COUNTY CLERK		139.32*
KIRKSEY'S SPRINT PRINTING	8.60	429348
UNITED STATES POSTAL SERVICE	246.34	429420
RICOH USA INC	202.99	429472
COUNTY JUDGE		457.93*
UNITED STATES POSTAL SERVICE	5.16	429420
HARVEY L WARREN III	500.00	429457
WYATT SNIDER	500.00	429466
JAN GIROUARD & ASSOCIATES LLC	400.00	429504
RISK MANAGEMENT		1,405.16*
UNITED STATES POSTAL SERVICE	2.00	429420
COUNTY TREASURER		2.00*
UNITED STATES POSTAL SERVICE	160.11	429420
PURCHASING DEPARTMENT		160.11*
CARPENTER'S TIME CENTER INC.	39.00	429326
BEAUMONT ENTERPRISE	399.50	429335
PORT ARTHUR NEWS, INC.	334.65	429362
UNITED STATES POSTAL SERVICE	12.01	429420
GENERAL SERVICES		785.16*
B&L MAIL PRESORT SERVICE	1,993.81	429322
CASH ADVANCE ACCOUNT	50.00	429346
TOWER COMMUNICATIONS, INC.	2,435.00	429418
MCGRIFF, SEIBELS & WILLIAMS OF TX	100.00	429435
DYNAMEX INC	321.29	429482
COLIN'S KITCHEN LLC	85.53	429497
DATA PROCESSING		4,985.63*
WORKS RIGHT SOFTWARE, INC.	2,750.00	429315
CDW COMPUTER CENTERS, INC.	218.50	429388
VOTERS REGISTRATION DEPT		2,968.50*
UNITED STATES POSTAL SERVICE	180.87	429420
ELECTIONS DEPARTMENT		180.87*
UNITED STATES POSTAL SERVICE	7.94	429420
SIERRA SPRING WATER CO. - BT	25.14	429423
DISTRICT ATTORNEY		33.08*
KIRKSEY'S SPRINT PRINTING	24.95	429348
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	429380
UNITED STATES POSTAL SERVICE	164.65	429420
THE PRODUCTIVITY CENTER	317.00	429425
THOMSON REUTERS-WEST	789.71	429477
DISTRICT CLERK		1,646.31*

PGM: GMCOMMV2	DATE 01-23-2017		PAGE: 3
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	225.06	429420	225.06*
CRIMINAL DISTRICT COURT			
KEVIN S. LAINE	1,700.00	429387	
LANGSTON ADAMS	600.00	429433	
STEVEN GREENE	829.24	429481	3,129.24*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.40	429420	
LEXIS-NEXIS	55.00	429422	55.40*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.40	429420	
JUSTIN SANDERSON	60.00	429515	60.40*
252ND DISTRICT COURT			
CRISTY SMITH	203.70	429325	
UNITED STATES POSTAL SERVICE	50.43	429420	
LANGSTON ADAMS	900.00	429433	
JOEL WEBB VAZQUEZ	800.00	429443	1,954.13*
279TH DISTRICT COURT			
NATIONAL COUNCIL OF JUV. & FAMILY	195.00	429355	
REALTIME REPORTING SERVICES INC.	1,788.00	429463	1,983.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	42.91	429420	42.91*
JUSTICE COURT-PCT 4			
AT&T	76.36	429372	76.36*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	38.87	429420	38.87*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	75.05	429357	75.05*
COUNTY COURT AT LAW NO.1			
TEXAS COLLEGE OF PROBATE JUDGE	350.00	429379	
UNITED STATES POSTAL SERVICE	6.05	429420	
LEXIS-NEXIS	52.00	429422	408.05*
COUNTY COURT AT LAW NO. 2			
OFFICE DEPOT	85.56	429357	
CHARLES ROJAS	250.00	429390	
JOHN D WEST	250.00	429391	
UNITED STATES POSTAL SERVICE	4.39	429420	
LANGSTON ADAMS	1,400.00	429433	
JOEL WEBB VAZQUEZ	500.00	429443	
SAMUEL & SON LAW FIRM PLLC	250.00	429490	
AMY TOMLINSON	300.00	429499	
JANSON ELLIOTT BAILEY	500.00	429505	3,539.95*
COUNTY COURT AT LAW NO. 3			
CHARLES ROJAS	250.00	429390	
UNITED STATES POSTAL SERVICE	11.77	429420	
MATUSKA LAW FIRM	300.00	429486	561.77*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.47	429420	.47*
MEDIATION CENTER			

PGM: GMCOMMV2	DATE 01-23-2017	PAGE: 4 89
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	7.98	429420
SHERIFF'S DEPARTMENT		7.98*
GUARDIAN FORCE	111.00	429314
FAST SIGNS, INC.	3.00	429336
CASH ADVANCE ACCOUNT	1,048.91	429346
MOORMAN & ASSOCIATES, INC.	600.00	429352
NATIONAL SHERIFF'S ASSOCIATION	290.00	429356
SHERIFF'S ASSOCIATION OF TEXAS	25.00	429366
AT&T	124.60	429372
UNITED STATES POSTAL SERVICE	1,309.08	429420
SHI GOVERNMENT SOLUTIONS, INC.	5,692.00	429426
CHRISTUS HOSPITAL	2,107.00	429431
FIVE STAR FEED	133.00	429437
STANLEY SHIPPER	162.48	429438
MITSUBISHI HEAVY INDUSTRIES AMERICA	175.00	429450
ACCESSDATA	3,614.00	429453
SAM'S CLUB DIRECT	58.78	429471
AC-U-KWIK	101.90	429494
IAFCI	75.00	429514
CRIME LABORATORY		15,630.75*
CLAN LAB INVESTIGATING CHEMISTS	50.00	429434
LIPOMED	99.00	429461
EXCEL MEDICAL WASTE LLC	70.00	429496
JAIL - NO. 2		219.00*
COASTAL WELDING SUPPLY	79.05	429330
HERNANDEZ OFFICE SUPPLY, INC.	27.60	429341
M&D SUPPLY	17.68	429349
PETTY CASH - SHERIFF'S OFFICE	1,199.36	429358
SHERWIN-WILLIAMS	145.04	429367
AT&T	1,353.83	429372
LOWE'S HOME CENTERS, INC.	246.03	429432
TEXAS GAS SERVICE	577.08	429436
TASER INTERNATIONAL	591.75	429445
AIRGAS SOUTHWEST	118.81	429452
WORLD FUEL SERVICES	276.00	429456
FIVE STAR CORRECTIONAL SERVICE	14,213.08	429459
INDEPENDENT STATIONERS	1,471.23	429465
SPANKY'S WRECKER SERVICE INC	95.00	429469
CONMED INC	259,132.33	429474
MATERA PAPER COMPANY INC	1,076.89	429475
24 HR SAFETY LLC	60.00	429487
LONE STAR UNIFORMS	1,317.74	429498
DIESEL PUMP & INJECTOR SERVICE BMT	510.00	429508
TEXAS PRISONER TRANSPORTATION SERVI	423.00	429509
GREENE COUNTY TREASURER	330.00	429512
JUVENILE PROBATION DEPT.		283,261.50*
UNITED STATES POSTAL SERVICE	18.61	429420
JUVENILE DETENTION HOME		18.61*
OAK FARM DAIRY	165.00	429386
CHARMTX INC.	738.00	429439
FLOWERS FOODS	105.52	429440
BEN E KEITH FOODS	2,699.65	429441
CENTERPOINT ENERGY RESOURCES CORP	587.47	429447
WASTEWATER TRANSPORT SERVICES LLC	918.00	429488
CONSTABLE PCT 1		5,213.64*
UNITED STATES POSTAL SERVICE	22.89	429420
CONSTABLE-PCT 4		22.89*
MCNEILL INSURANCE AGENCY	71.00	429351
AT&T	38.18	429372

PGM: GMCOMMV2	DATE 01-23-2017	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
TAC - TEXAS ASSN. OF COUNTIES	60.00	429374
TEXAS CODE BLUE LLC	360.00	429442
CONSTABLE-PCT 6		529.18*
UNITED STATES POSTAL SERVICE	7.22	429420
CONSTABLE PCT. 8		7.22*
KIRKSEY'S SPRINT PRINTING	24.95	429348
OFFICE DEPOT	55.92	429357
HEALTH AND WELFARE NO. 1		80.87*
OFFICE DEPOT	107.54	429357
UNITED STATES POSTAL SERVICE	74.56	429420
HEALTH AND WELFARE NO. 2		182.10*
CLAYBAR FUNERAL HOME, INC.	1,500.00	429329
HANNAH FUNERAL HOME, INC.	3,250.00	429340
TIME WARNER COMMUNICATIONS	112.37	429377
NURSE PRACTITIONER		4,862.37*
MCKESSON MEDICAL-SURGICAL INC	335.31	429389
SIERRA SPRING WATER CO. - BT	14.67	429424
CHILD WELFARE UNIT		349.98*
BEAUMONT OCCUPATIONAL SERVICE, INC.	283.60	429428
J.C. PENNEY'S	1,083.36	429429
SEARS COMMERICAL CREDIT	479.96	429430
ENVIRONMENTAL CONTROL		1,846.92*
AT&T	55.30	429372
INDIGENT MEDICAL SERVICES		55.30*
CARDINAL HEALTH 110 INC	20,353.00	429478
MAINTENANCE-BEAUMONT		20,353.00*
ECOLAB	209.95	429334
M&D SUPPLY	53.15	429349
RALPH'S INDUSTRIAL ELECTRONICS	37.60	429365
AT&T	13,766.86	429502
MAINTENANCE-PORT ARTHUR		14,067.56*
A&B OUTDOOR EQUIPMENT	34.99	429313
ALL-PHASE ELECTRIC SUPPLY	160.84	429332
ENTERGY	270.00	429338
ROMERO GLASS CO.	161.74	429364
TIME WARNER COMMUNICATIONS	71.40	429376
PETE & HAROLD'S AUTO CLINIC, INC.	7.00	429421
PARKER LUMBER	32.99	429460
MAINTENANCE-MID COUNTY		738.96*
RITTER @ HOME	225.00	429363
CENTERPOINT ENERGY RESOURCES CORP	230.17	429447
HIGHTECH SIGNS	931.12	429451
AI FILTER SERVICE COMPANY	99.50	429468
SERVICE CENTER		1,485.79*
SPIDLE & SPIDLE	23,537.67	429316
BAXTER OIL SERVICE, INC.	50.00	429323
KINSEL FORD, INC.	113.64	429347
MUNRO'S	39.45	429354
PHILPOTT MOTORS, INC.	202.42	429359

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	62.24	429372	
S.E. TEXAS AUTO EQUIPMENT	226.12	429385	
JEFFERSON CTY. TAX OFFICE	7.50	429392	
JEFFERSON CTY. TAX OFFICE	7.50	429393	
JEFFERSON CTY. TAX OFFICE	7.50	429394	
JEFFERSON CTY. TAX OFFICE	7.50	429395	
JEFFERSON CTY. TAX OFFICE	7.50	429396	
JEFFERSON CTY. TAX OFFICE	7.50	429397	
JEFFERSON CTY. TAX OFFICE	7.50	429398	
JEFFERSON CTY. TAX OFFICE	7.50	429399	
JEFFERSON CTY. TAX OFFICE	7.50	429400	
JEFFERSON CTY. TAX OFFICE	7.50	429401	
JEFFERSON CTY. TAX OFFICE	7.50	429402	
JEFFERSON CTY. TAX OFFICE	7.50	429403	
JEFFERSON CTY. TAX OFFICE	7.50	429404	
JEFFERSON CTY. TAX OFFICE	7.50	429405	
JEFFERSON CTY. TAX OFFICE	7.50	429406	
JEFFERSON CTY. TAX OFFICE	7.50	429407	
JEFFERSON CTY. TAX OFFICE	7.50	429408	
JEFFERSON CTY. TAX OFFICE	7.50	429409	
JEFFERSON CTY. TAX OFFICE	22.00	429410	
JEFFERSON CTY. TAX OFFICE	22.00	429411	
JEFFERSON CTY. TAX OFFICE	7.50	429412	
JEFFERSON CTY. TAX OFFICE	7.50	429413	
JEFFERSON CTY. TAX OFFICE	7.50	429414	
JEFFERSON CTY. TAX OFFICE	7.50	429415	
JEFFERSON CTY. TAX OFFICE	7.50	429416	
BUMPER TO BUMPER	276.60	429444	
AIRPORT GULF TOWING LLC	125.00	429449	
C & I OIL COMPANY INC	885.36	429454	
MIGHTY OF SOUTHEAST TEXAS	290.32	429467	
1800RADIATOR & AC	153.00	429492	
			26,178.32*
			402,286.76**
MOSQUITO CONTROL FUND			
MUNRO'S	82.20	429354	
SHERWIN-WILLIAMS	82.09	429367	
CENTERPOINT ENERGY RESOURCES CORP	226.76	429447	
PARKER LUMBER	71.93	429460	
			462.98**
J.C. FAMILY TREATMENT			
PATRICIA VELASCO	1,260.00	429500	
			1,260.00**
SECURITY FEE FUND			
GALLS LLC	199.50	429495	
			199.50**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	262.96	429476	
			262.96**
EMPG GRANT			
SOUTHEAST TEXAS WATER	29.80	429371	
SILSBEE FORD INC	29,618.95	429483	
			29,648.75**
COMMUNITY SUPERVISION FND			
TIME WARNER COMMUNICATIONS	160.02	429378	
UNITED STATES POSTAL SERVICE	156.14	429420	
JCCSC	169.00	429462	
			485.16**
JEFF. CO. WOMEN'S CENTER			
ALL STAR PLUMBING	507.27	429317	
BELL'S LAUNDRY	1,251.00	429324	
ECOLAB	82.95	429334	
ISI COMMERCIAL REFRIGERATION	2,089.81	429342	
M&D SUPPLY	3.56	429349	
KIM MCKINNEY, LPC, LMFT	450.00	429350	
SOUTHEAST TEXAS MEDICAL ASSOCIATES	30.00	429370	

PGM: GMCOMMV2	DATE 01-23-2017	PAGE: 7 92
NAME	AMOUNT	CHECK NO. TOTAL
AT&T	133.42	429372
SYSCO FOOD SERVICES, INC.	1,100.49	429373
TOWER COMMUNICATIONS, INC.	60.00	429418
BEN E KEITH FOODS	1,190.24	429441
ATTABOY TERMITE & PEST CONTROL	50.00	429455
SAM'S CLUB DIRECT	291.97	429471
MATERA PAPER COMPANY INC	150.67	429475
CINTAS CORPORATION	106.05	429507
		7,497.43**
COUNTY RECORDS MANAGEMENT		
CDW COMPUTER CENTERS, INC.	654.86	429388
		654.86**
HOTEL OCCUPANCY TAX FUND		
MUNRO'S	41.10	429354
TIME WARNER COMMUNICATIONS	110.53	429375
TRI-CITY COFFEE SERVICE	68.35	429382
SIGN DOCTOR, INC	95.00	429464
MATERA PAPER COMPANY INC	1,126.59	429475
		1,441.57**
CAPITAL PROJECTS FUND		
ALLCO, INC.	222,906.58	429417
FIRST FINANCIAL BANK NA	369,835.22	429501
		592,741.80**
AIRPORT FUND		
COBURN'S GROVES (5)	118.23	429331
ENTERGY	79.05	429339
CASH ADVANCE ACCOUNT	115.36	429346
RITTER @ HOME	110.13	429363
RALPH'S INDUSTRIAL ELECTRONICS	81.18	429365
AT&T	598.78	429372
UNITED STATES POSTAL SERVICE	1.07	429420
LOWE'S HOME CENTERS, INC.	13.29	429432
CENTERPOINT ENERGY RESOURCES CORP	1,878.51	429447
CRAWFORD ELECTRIC SUPPLY COMPANY	7.44	429473
SOUTHEAST TEXAS PARTS AND EQUIPMENT	14.50	429484
EASTERN AVIATION FUELS INC	30,736.26	429489
GALLS LLC	3,537.75	429495
		37,291.55**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	429470
		1,652.00**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	8,970.29	429448
		8,970.29**
CNTY & DIST COURT TECH FD		
CDW COMPUTER CENTERS, INC.	241.53	429388
		241.53**
MARINE DIVISION		
JACK BROOKS REGIONAL AIRPORT	4,018.39	429345
AT&T	81.78	429372
C & I OIL COMPANY INC	9,761.15	429454
APPLIED SECURITY TECHNOLOGIES INC	105.00	429491
		13,966.32**
		1,134,169.45***

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



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

Eddie Arnold
Jefferson County
Commissioner Pct. #1

January 17, 2017

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for January 23, 2017.

Receive and file State of Office and Oath of Office for Bryan Phelps, Commissioner for Jefferson County Emergency Service District No. 3 and Mike Doguet, Commissioner for Jefferson County Emergency Service District No. 3

Thank you,

A handwritten signature in black ink, reading "Eddie Arnold". The signature is fluid and cursive, with the first name "Eddie" being more prominent than the last name "Arnold".

Eddie Arnold
County Commissioner, Pct. #1

Form #2204 Rev. 10/2011


This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

**OATH OF OFFICE****Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

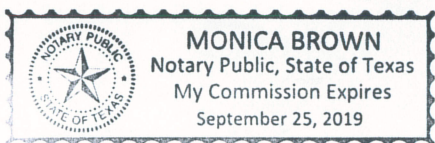
I, Mike Doguet, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Jefferson County Emergency Services District #3 of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.


 Signature of Officer

State of Texas)
 County of Jefferson)

Sworn to and subscribed before me
 this

(seal)



5th day of January, 2017.

Monica Brown
 Signature of Notary Public or Other Officer
 Administering Oath
Monica Brown
 Printed or Typed Name

Form #2201 Rev. 01/2015

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

**STATEMENT OF OFFICER****Statement**

I, Mike Doguet, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County Emergency Services District #3

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

1-5-17

Signature of Officer

A handwritten signature in dark ink, appearing to read "Mike Doguet", written over a horizontal line.

Revised 01/2015

Form #2201 Rev. 01/2015

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

**STATEMENT OF OFFICER****Statement**

I, Bryan Phelps, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County Emergency Services District #3

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: Jan 05 2017

Bryan Phelps
 Signature of Officer

Revised 01/2015

Form #2204 Rev. 10/2011

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

**OATH OF OFFICE****Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

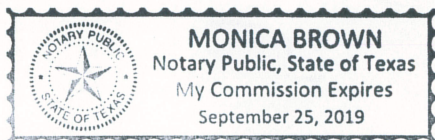
I, Bryan Phelps, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Jefferson County Emergency Services District #3 of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Signature of Officer

State of Texas)
 County of Jefferson)

Sworn to and subscribed before me
 this

(seal)



5th day of January, 2017.

Signature of Notary Public or Other Officer
 Administering Oath

Monica Brown
 Printed or Typed Name

MANAGEMENT AGREEMENT

between

JEFFERSON COUNTY, TEXAS

and

**GLOBAL SPECTRUM, L.P.
d/b/a SPECTRA VENUE MANAGEMENT**

Effective as of April 1, 2017

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MANAGEMENT AGREEMENT

This Management Agreement is made as of the 1st day of April, 2017 (“**Effective Date**”), by and between Jefferson County, Texas, organized under the laws of the State of Texas (“**County**”), and Global Spectrum, LP, a Delaware limited partnership d/b/a Spectra Venue Management (“**Manager**”).

RECITALS

WHEREAS, County owns a multi-purpose sports and entertainment complex located in Beaumont, Texas, currently known as Ford Park Entertainment Complex, consisting of the following five (5) facilities: Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, Ford Midway, and two (2) barns (collectively, the “**Facility**”).

WHEREAS, the County desires to engage Manager to manage and operate the Facility on behalf and for the benefit of the County, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: The “Agreement” shall mean this Management Agreement, together with all schedules and exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

Alcohol Account: shall have the meaning given to such term in Section 8.2 of this Agreement.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure (or series of expenditures for the same or similar item) is greater than \$5,000.

Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, premium seating (including suites, club seats and party suites) and memorial gifts at or with respect to the Facility and owned or controlled by the County.

County: The term "County" shall have the meaning ascribed to such term in the Recitals to this Agreement.

CPI: The "Consumer Price Index" for the Houston Galveston - Urban Wage Earners, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Effective Date: "Effective Date" shall have the meaning ascribed to such term in the opening paragraph of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property.

Event Account: A separate interest-bearing account in the name of the County and under the County's Federal ID number in a local qualified public depository, to be designated by the County, where advance ticket sale revenue is deposited by Manager.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facility existing as of the Effective Date, as set forth on Exhibit B attached hereto.

Facility: The "Facility" shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include the entire Ford Park Entertainment Complex, including the arena, amphitheater, convention center, fairgrounds, baseball fields, barns and other associated areas, and all areas within such premises including but not limited to the suites, locker rooms, meeting rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, as well as the entrances, ground, sidewalks and parking areas immediately surrounding the Facility and adjacent thereto, as identified on Schedule 1 hereto, provided that the

Facility shall not include, and Manager shall have no duties with respect to, the Training Facility.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facility.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facility.

Incentive Fee: The contingent fee the County shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.1 below.

Initial Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Liquor Subsidiary: The wholly owned subsidiary of Manager currently known as Global Spectrum of Texas, LCC (or any substitute entity), which is a limited liability company organized in the State of Texas in order to comply with Texas liquor laws. The Liquor Subsidiary is the entity that is anticipated to hold the liquor permits covering sale of alcoholic beverages at the Facility.

Management-Level Employees: The General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facility (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director and Event Manager).

Manager: The term "Manager" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Marketing Plan: A plan for the advertising and promotion of the Facility and Facility events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x) advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii) development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

Operating Account: A separate interest-bearing account in the name of the County and under the County's Federal ID number in a local qualified public depository, to be designated by the County, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line item budget for the Facility that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facility, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) [intentionally omitted], (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator, snow and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facility on behalf of County, (xxvii) amount of any deductible or self-insured retention under insurance policies, (xxviii) costs related to the provision of Food and Beverage Service, including labor, cost of goods, cost of small wares and equipment (to the extent not a Capital Expenditure), and costs of obtaining and maintaining alcohol permits and licenses, (xxix) costs incurred under Service Contracts and other agreements relating to Facility operations, and (xxx) Taxes.

The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures, Transition Costs, property taxes, or the Incentive Fee, all of which costs shall be borne by County.

Operating Year: Each twelve (12) month period during the Term, commencing on October 1 and ending on September 30, provided that the first (1st) Operating Year shall be a shorter period, commencing on the Effective Date and ending on September 30, 2017.

Operations Manual: Document to be developed by Manager which shall contain terms regarding the management and operation of the Facility, including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both the County and the Manager.

Revenue: All revenues generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facility.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the County at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

"Transition Costs" shall mean the out-of-pocket costs incurred, or to be incurred, by Manager in connection with its activities related to the transition of management of the Facility to Manager.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

(a) County hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facility, subject to and as more fully described in this

Agreement, and, in connection therewith, to perform the services described in Exhibit A attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Operations Manual.

(c) Promptly following the Effective Date (or prior to the Effective Date, as applicable), Manager shall do all things reasonably necessary to transition from the current management of the Facility to the commencement of its management services hereunder. Manager shall be solely responsible for its Transition Costs, up to a maximum amount of Fifty Thousand Dollars (\$50,000). Any Transition Costs in excess of Fifty Thousand Dollars (\$50,000) shall be Operating Expenses, provided they are approved in advance by the County.

Section 2.2 Limitations on Manager's Duties. Manager's obligations under this Agreement are contingent upon and subject to the County making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term (except for the Transition Costs, as provided in Section 2.1(c) above). Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the County or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the County to timely provide such funds.

ARTICLE 3 COMPENSATION

Section 3.1 Incentive Fee. Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term, subject to potential reduction as described in Section 3.2 below. The Incentive Fee shall be comprised of two (2) components, a quantitative component ("**Quantitative Component**") and a qualitative component ("**Qualitative Component**"), as follows:

(a) The Quantitative Component shall be equal to (a) two percent (2%) of all Revenue each Operating Year from \$0 up to the Revenue Benchmark, plus (b) fifteen percent (15%) of Revenue each Operating Year in excess of the Revenue Benchmark. The "**Revenue Benchmark**" shall mean the average annual Revenue from the fiscal year ending September 30, 2014, 2015 and 2016, as reflected in the audited financial statements. The Revenue Benchmark shall be calculated using the same Revenue line items as "Revenue" is defined under this Agreement. The parties shall confirm the Revenue Benchmark in writing within thirty (30) days of the completion of the financial audit for the year ended September 30, 2016. The Revenue Benchmark shall be pro-rated for any Operating Years of less than 12 months (including the 1st Operating Year which is 6 months), based on the actual number of days elapsed in such Operating Year out of a total of 365.

(b) The Qualitative Component shall equal up to Ten Thousand Dollars (\$10,000) in the first (1st) per Operating Year (recognizing that the 1st Operating Year is only six (6)

months in length), and up to Twenty Thousand Dollars (\$20,000) in the second (2nd) Operating Year. In each subsequent Operating Year, Qualitative Component shall increase by CPI over the Qualitative Component from the prior Operating Year. Manager's award of the Qualitative Component shall be based on County's reasonable and good faith evaluation of Manager's performance during each Operating Year in the five following qualitative categories:

- a. Results of customer service surveys ("Customer Satisfaction"). Manager shall conduct such surveys through a third party vendor, as mutually agreed by Manager and the County.
- b. Facility repairs and maintenance ("Maintenance/Upkeep")
- c. Community Involvement/Stakeholder Relations ("Community Involvement")
- d. Facility User Satisfaction ("User Satisfaction")
- e. Creative Event Marketing Efforts ("Marketing")

County shall determine a performance rating for each category, as rated on a scale of 1 to 5 with 5 being the highest (for a total possible score of 25). Once the total score is determined, it shall be divided by 25 to determine the percentage of the Qualitative Incentive Potential Manager shall earn. By way of example, assume in the second (2nd) Operating Year (where Manager is eligible for up to \$20,000 for the Qualitative Component), that Manager scored 5 points on Customer Satisfaction, 5 points on Maintenance/Upkeep, 4 points on Community Involvement, 4 points on User Satisfaction, and 4 points on Marketing. The total points would be 22, which, when divided by 25 equals 88%. The Qualitative Component for that Operating Year would be 88% x \$20,000 = \$17,600.

Section 3.2 Potential Reduction to Earned Incentive Fee. If in any Operating Year other than the first (1st) Operating Year (for which the terms of this Section 3.2 shall not apply), the Facility fails to meet or exceed (to the better in the case of a projected loss) the bottom-line net operating income/loss number projected in the approved Operating Budget for such year (the amount by which such projected operating income/loss number is missed is referred to herein as the "Shortfall"), any Incentive Fees earned in such Operating Year shall automatically be reduced on a dollar-for-dollar basis by the amount of such Shortfall. In no event shall Manager be required to pay for any Shortfall except by reducing Incentive Fees earned by Manager in that Operating Year and further in no event shall Manager be entitled to a share of the net profits generated from the operation and management of the Facility.

Section 3.3 Late Payments. The Incentive Fee (both Quantitative Fee and Qualitative Fee), to the extent earned (and following application of any reduction as described in Section 3.2 above), shall be paid by the County to Manager no later than ninety (90) days following the end of each Operating Year. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of twelve percent (12%) per annum.

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. The initial term of this Agreement (the “**Initial Term**”) shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall run for five (5) years and six (6) months, expiring on September 30, 2022. Following the Initial Term, the parties may, by mutual written agreement, extend this Agreement for an additional five (5) year period, ending on September 30, 2027. The Initial Term plus any such extension period is referred to herein as the “**Term**”.

Section 4.2 Termination. This Agreement may be terminated:

(a) subject to Section 4.3(a) below, by County upon ninety (90) days’ written notice to Manager in the event of either (i) a permanent closure of the Facility, the fact of which is certified by the County in writing to Manager, or (ii) a sale by the County of the Facility to a buyer who within thirty (30) days of such sale repurposes the Facility so that the Facility is no longer used as a multi-purpose sports and entertainment complex.

(b) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

(c) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

Section 4.3 Effect of Termination

(a) In the event this Agreement is terminated by the County pursuant to Section 4.2(a) or 13.2(b), or by one of the parties under Section 18.5(b), the County shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include costs associated with (i) severance pay, not to exceed six (6) months, for each

of Manager's Management-Level Employees, (ii) reasonable household relocation expenses for Manager's Management-Level Employees, to the extent any of such individuals had previously relocated to the Facility (or its surrounding areas) in connection with this Agreement and (iii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement, provided that such costs, in the aggregate, do not exceed fifty thousand dollars (\$50,000). The County's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses. Except for the reimbursement of the above stated expenses, Manager shall have no other right or remedy, at law or in equity, against the County for a termination pursuant to Section 4.2(a), except that, in the event the Facility re-opens at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facility under the terms hereof, except that the Term shall be extended for a period of time in which the Facility was closed.

(b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) County shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) County shall pay to Manager all Operating Expenses incurred by Manager through the end of the Term that have not previously been paid, including costs of accrued but unused vacation time and other end of employment payments due to Manager's employees whose employment is being terminated Manager, consistent with the approved Operating Budget then in effect; (iv) Manager shall make available to the County all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facility as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (v) without any further action on part of Manager or County, the County shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facility agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5 OWNERSHIP; USE OF THE FACILITY

Section 5.1 Ownership of Facility, Data, Equipment and Materials. The County is the owner of the Facility, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facility, and as the owner the County will bear the risk of an uninsured loss upon any casualty damage or destruction sustained by the Facility (but subject to the County's right to pursue any claim against Manager for any loss or damage caused by Manager's negligence or intentional misconduct).

Any data, equipment or materials furnished by the County to Manager or acquired by Manager as an Operating Expense shall remain the property of the County, and shall be returned to the County when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, County shall not have the right to use any third party software licensed by Manager for general use by Manager at the Facility and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facility as an Operating Expense. Furthermore, the County recognizes that the Operations Manual to be developed and used by Manager hereunder is proprietary to Manager, and shall belong to Manager at the end of the Term; County shall not use or maintain copies thereof upon the end of the Term.

Section 5.2 Right of Use by Manager. The County hereby gives Manager the right and license to use the Facility, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. The County shall provide Manager with a sufficient amount of suitable office space in the Facility and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the County shall make available to Manager, at no cost, parking spaces adjacent to the Facility for all of Manager's full-time employees and for the Facility's event staff.

Section 5.3 Observance of Agreements. The County agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the County is bound in connection with its ownership of the Facility.

Section 5.4 Use by the County. Subject to availability, the County shall have the right to use the Facility or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses, provided that the County shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facility by the County shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facilities' approved booking policies. Upon request of the County, Manager shall provide to the County a list of available dates for County use of the Facility. To the extent that Manager has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by the County, Manager may propose alternative dates for the County's event, and the County shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event. For purposes of calculating Manager's Incentive Fee, Manager shall receive a "paper" credit for an amount equal to the difference between the published Facility rate and the rate (if any) charged to the County for such use of the Facility. For example, if the published rate for use of a conference room is \$1,000 and such rate is waived for County use,

Manager shall receive a \$1,000 credit towards Revenue when calculating the Incentive Fee under Section 3.1(a) above.

County may also use the Facility, or allow a third party such as FEMA or other state or federal agency to use the Facility, as a disaster shelter, or for a similar use in the event of a public emergency or disaster. In such event, the parties shall cooperate in good faith to minimize the disruption to all business activities and to postpone and reschedule events as necessary. Any revenue generated by such use shall be included in Revenue herein, and any expenses incurred therewith (including any costs associated with the cancellation, postponement or other interference with previously scheduled events) shall be included in Operating Expenses. If such use results in a material decline in Revenue or a material increase in Operating Expenses in any Operating Year, the parties shall in good faith discuss changes to the Operating Budget for such Operating Year, as well as changes to the manner in which the Incentive Fee is to be calculated in such Operating Year, so that Manager is not financially harmed by such use.

ARTICLE 6 PERSONNEL

Section 6.1 Generally. All Facility staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of the County. Manager shall select, in its sole discretion but subject to County's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The County specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual shall be provided to the County upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facility. Hiring of the General Manager by Manager shall require the prior approval of the County, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the County, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the County's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither County nor any of its Affiliates shall solicit for employment, or hire, any of Manager's Management-Level Employees. The County acknowledges that Manager will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the County were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the County, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the County from continuing such breach, without the necessity of posting a bond.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of Operating Budget. Attached hereto as Exhibit C is the Operating Budget for the first (1st) Operating Year, which Operating Budget is hereby approved by both Manager and County. Manager agrees that at least one hundred twenty (120) days prior to the commencement of each subsequent Operating Year in respect of such year, it will prepare and submit to the County its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The County agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of the County, which approval shall not be unreasonably withheld or delayed. In order for the County to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the County such reasonable financial information relating to the Facility as may be requested by the County from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the County (which approval shall not be unreasonably withheld or delayed). If the County fails to approve any annual Operating Budget (or any proposed amendment thereto), the County shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties, including, if applicable, negotiation of a mutually acceptable modification to the economic terms of this Agreement to enable the Manager to achieve the compensation contemplated by its proposed Operating Budget.

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facility in accordance with the Operating Budget. However, County acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to the Facility, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify the County within 30 days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Facility expenses from that provided for in the Operating Budget. In either such case and if requested by County, Manager agrees to work with County to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

ARTICLE 8 PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the Event Account, all revenue received from ticket sales which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the County and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted from interest earned.

Section 8.2 Alcohol Account. Manager shall deposit as soon as practicable following receipt, in a separate bank account ("**Alcohol Account**"), all revenue received by Manager or the Liquor Subsidiary from the sale of alcoholic beverages at the Facility. Such revenue may be used by Manager and the Liquor Subsidiary to pay applicable taxes on the sale of alcohol, as well as expenses associated with obtaining the alcohol product to be sold at the Facility. Revenue remaining in such account after withdrawals for such purposes shall be transferred to the Operating Account on a monthly basis. The Alcohol Account shall be established under the name and federal identification number of the Liquor Subsidiary.

Section 8.3 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to

sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of a County employee or representative.

ARTICLE 9 FUNDING

Section 9.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facility from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility (as described in Article 8 above), or otherwise made available by the County. To ensure sufficient funds are available in the Operating Account, County will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the first three (3) months beginning on the Effective Date (April through June, 2017). The County shall thereafter, beginning on July 1, 2017 and continuing on or before the 1st day of each succeeding calendar quarter (October 1, January 1, April 1 and July 1), deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such calendar quarter. In the event such amounts are not projected to be sufficient to enable Manager to pay Operating Expenses as they become due in such calendar quarter, the parties shall mutually agree on the additional amounts necessary and the County shall fund such amounts accordingly. Manager shall have no liability to the County or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Advancement of Funds. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, County shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at a rate to be mutually agreed.

ARTICLE 10 FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. Manager agrees to keep and maintain, at its office in the Facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement, and shall track revenues and expenses by venue and event. The County or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to the County, within thirty (30) days after the end of each month during the Term, financial reports for the Facility including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to provide to the County a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facility during such month. Additionally, Manager shall submit to the County, or shall cause the applicable public depository utilized by Manager to submit to the County, on a monthly basis, copies of all bank statements concerning the Event Account, Alcohol Account and the Operating Account.

Section 10.3 Audit. County shall arrange, within one hundred eighty (180) days following the end of each Operating Year, for a certified audit report on the accounts and records as kept by Manager for the Facility. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facility. Such audit shall be performed by an auditor approved by the County, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 11 CAPITAL IMPROVEMENTS; MANAGER'S CONTRIBUTION

Section 11.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to the County, provide to the County a schedule of proposed capital improvements to be made at the Facility, for the purpose of allowing the County to consider such projects and to prepare and update a long-range Capital Expenditure budget.

Section 11.2 Responsibility for Capital Expenditures. The County shall be solely responsible for all Capital Expenditures at the Facility; provided, however, the County shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by the County to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to the County, to make Capital Expenditures at the Facility for Emergency Repairs. In such event, the County shall promptly reimburse Manager for the cost of such Capital Expenditure.

Schedule 11.3 Manager's Contribution. Manager agrees to contribute the aggregate amount of Seven Hundred Thousand Dollars (\$700,000) ("**Manager's Contribution**") towards mutually agreed capital projects at the Facility and/or establishing a fund to develop and attract events at the Facility. Such funds will be contributed according to a mutually agreed schedule, with the intent that twenty-five percent (25%) of such funds be contributed by December 31, 2017, and the balance of such funds be contributed by the end of the fourth (4th) Operating Year. The parties shall discuss and mutually agree by January 31, 2018 on the use of, and timing with which Manager shall contribute, such balance of Manager's Contribution. Manager's Contribution shall be amortized on a straight line, monthly, non-cash basis over a ten (10) year period commencing (regardless of when the funds

are actually contributed) on the Effective Date. In the event of expiration or termination of this Agreement for any reason whatsoever (including without limitation if due to a breach or default by Manager, or the Agreement not being renewed beyond the Initial Term) prior to full amortization of Manager's Contribution, the County shall pay to Manager, unconditionally and without set-off, the unamortized portion of Manager's Contribution existing as of the date of such expiration or termination. The payment of any such amount shall be made to Manager upon termination or expiration of this Agreement.

ARTICLE 12 FOOD AND BEVERAGE SERVICE

Section 12.1 Generally. Manager shall have the sole and exclusive right to manage and perform, and Manager hereby agrees to manage and perform, all food and beverage concession and catering service at the Facility ("**Food and Beverage Service**"). Manager may engage sub-contractors to sell food and beverages at the Facility.

Section 12.2 Concession Areas. Manager shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facility, together with the improvements, equipment and personal property upon or within such areas, for the purpose of providing the Food and Beverage Service (and providing other duties required of Manager hereunder). The County shall provide all smallwares and equipment reasonably required by Manager to perform the Food and Beverage Service.

Section 12.3 Food and Beverage Duties. In connection with its management and provision of the Food and Beverage Service, Manager shall:

- (a) Develop and implement all necessary policies and procedures for the food and beverage operations;
- (b) Engage and oversee employees necessary to perform the Food and Beverage Services;
- (c) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);
- (d) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Service;
- (e) Keep the food and beverage facilities and equipment neat, clean and in a

sanitary condition;

(f) Undertake appropriate advertising, marketing and promotion of the food and beverage offerings at the Facility;

(g) Develop menus, portions, brands, prices, themes and marketing approaches. Manager (or the third party concessionaire, as applicable) shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the County Contract Administrator and take the County's views into account prior to setting (or changing) such prices; and

(h) Order, stock, prepare, pay for (as an Operating Expense) and sell appropriate foods and beverages.

Section 12.4 Alcohol Licenses and Permits. Manager shall apply for the necessary permits and licenses to be able to sell alcoholic beverages at the Facility.

Section 12.5 Food and Beverage Revenue and Expenses. All revenue to the Facility from operation of the Food and Beverage Service shall be deemed to be Revenue, and shall be deposited by Manager into the Operating Account or Alcohol Account, as applicable. All expenses incurred in connection with the provision of the Food and Beverage Service shall be Operating Expenses, payable by Manager with funds from the Operating Account.

ARTICLE 13 FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 13.1 Existing Contracts. The County shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.

Section 13.2 Execution of Contracts.

(a) Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facility, as agent on behalf of the County. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties. Manager shall obtain the prior approval of the County (which approval shall not be unreasonably withheld or delayed) before entering into any such contract with a term that expires after the Term of this Agreement, unless such contract, by its express terms, can be terminated by Manager or County following expiration of the Term without any penalty. Manager recognizes that the County intends to bid out all Service

Contracts that are related to the structure of the Facility, such as contracts for electrical repair, HVAC maintenance, and elevator maintenance, and Manager shall cooperate with the County on such bid processes.

(a) Bond Financing. Manager acknowledges that the Facility (or a portion thereof) has been financed in part with the proceeds of tax-exempt bonds (“**Bonds**”), the interest on which is intended to be excluded from gross income for federal income tax purposes. It is the intent of the parties that this Agreement comply with Internal Revenue Service Revenue Procedure 2016-44 and all other applicable laws, regulations and procedures, and as may be amended from time to time (the “**Management Contract Rules**”), and if it is ever determined in good faith by the County that any provision of this Agreement fails to comply with the Management Contract Rules, then the parties agree to negotiate in good faith and agree on the terms of an appropriate amendment to modify this Agreement in a manner advised by nationally recognized bond counsel firm in order to cause this Agreement to be in compliance with the Management Contract Rules. Such good faith negotiations shall be limited to changes necessary to bring this Agreement in compliance with the Management Contract Rules and shall be intended to maintain, to the greatest extent possible, the economic benefits each party is entitled to hereunder. If the parties are unable to agree on the terms of such amendment after negotiating in good faith for at least 30 days then the County may elect to terminate this Agreement upon giving thirty (30) days written notice to Manager, which termination shall be subject to Section 4.3(a). Manager agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the County with respect to the Facility, and without limiting the generality thereof, the Manager agrees not to take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the Facility.. The County shall be solely responsible for preserving the tax-exempt nature of the Bonds and for compliance with the applicable Treasury regulations promulgated under the Internal Revenue Code of 1986, as amended, provided that in order to assist the County in such efforts, the Manager acknowledges and agrees that in addition to any other contracts requiring the approval of the County, as set forth above, Manager shall provide each of the following described contracts to the County for its approval prior to execution by the Manager:

(i) Any contract relating to the Facility which grants leasehold interest, term for years or other real estate interest in the Facility (other than a revocable license);

(ii) Any contract for the use of the Facility for shows, programs, conventions and other events where the term of such use exceeds fifty (50) days in the aggregate, including all renewal options; and

(iii) Any financial arrangements, contracts, or agreements in which the vendor, licensee or other applicable third party under such arrangement, contract or agreement is compensated, in whole or in part, on a share of net profits of the operation of the Facility, unless authorized by the County. Contracts or licenses for one-off or limited engagement events at the Facility (such as concerts, family shows or entertainment events), where Manager holds ticket

proceeds in trust for the promoter/licensee to pay the promoter/licensee at settlement of such event, shall not be deemed to be an arrangement, contract or agreement to which this provision applies.

Section 13.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of the County, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facility.

ARTICLE 14 AGREEMENT MONITORING AND GENERAL MANAGER

Section 14.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facility, unless Manager notifies County of a substitute contract administrator in writing. County shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or County participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 15 INDEMNIFICATION AND LIABILITY

Section 15.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless the County and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "**Losses**") suffered by such parties, arising out of or in connection with any third party claim to the extent such claim is caused by the (a) negligent act or omission, or intentional misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein.

Section 15.2 Conditions to Indemnification. With respect to each separate matter brought by any third party against which the County is entitled to be indemnified by Manager under this Article 15, the Manager shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding,

claim, or cause of action underlying such matter, except that (a) the County may, at its option, participate in such defense or resolution at its expense and through counsel of its choice;; and (b) neither Manager nor the County shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Manager and the County shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, the County shall promptly (and in no event more than ten (10) days after any third party litigation is commenced asserting such claim) give reasonably detailed written notice to the Manager of the nature of such matter and a copy of the Complaint related to such matter, as well as the amount demanded or claimed in connection therewith.

Section 15.3 Survival. The obligations of the parties contained in this Article 15 shall survive the termination or expiration of this Agreement.

Section 15.4 Legal Costs. Notwithstanding the other provisions of this Agreement, if legal costs are being incurred by the Manager or the County for a third party claim in respect of which the County is claiming indemnity from the Manager, such legal costs will be considered an Operating Expense unless and until liability of the Manager pursuant to this Agreement is conclusively established by a court of competent jurisdiction with respect to the underlying claim on which the Manager's obligation to indemnify is based. In the event that the liability of the Manager is so conclusively determined, then such legal costs shall be considered as costs of the Manager (and not Operating Expenses) and covered by the indemnity given by the Manager to the County hereunder and the parties shall adjust between them in respect of such legal costs.

ARTICLE 16 INSURANCE

Section 16.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit D, attached hereto, and shall provide to the County promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the County. Each insurance policy shall include a requirement that the insurer provide Manager and the County at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 16.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Texas or as otherwise agreed by the parties. All such policies shall be in such

form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name County as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the County. Manager shall require that all third-party users of the Facility, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and the County as additional insureds.

ARTICLE 17 REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 17.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to County as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that Manager will comply with all Laws applicable to its management of the Facility, provided that Manager shall not be required to undertake any compliance activity, nor shall Manager have any liability under this Agreement therefor, if such activity requires any Capital Expenditure.

Section 17.2 County Representations, Warranties and Covenants. County represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of County herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by County and constitutes a valid and binding obligation of County, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that the Facility is, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Facility (including, without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facility.

ARTICLE 18 MISCELLANEOUS

Section 18.1 PCI Compliance. Manager agrees to comply with all current Payment Card Industry Data Security Standards (“PCI Standards”) and guidelines that may be published from time to time by Visa, MasterCard or other associations as they relate to the physical storage of credit card data. For PCI Standards compliance purposes, County will provide on a segmented network, an appropriate number of wired data connections to the Internet for point of sale devices to be used by Manager and any contractors at the Facility. County shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist in providing notification to the proper parties as deemed necessary.

Section 18.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 18.3 Use of Facility Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager’s obligations hereunder), for no charge, the name and all logos of the Facility, on Manager’s stationary, in its advertising of the Facility, and whenever conducting business of the Facility; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the County relating to such logos. All intellectual property rights in any Facility logos developed by the Manager or the County shall be and at all times remain the sole and exclusive property of the County. Manager agrees to execute any documentation requested by the County from time to time to establish, protect or convey any such intellectual property rights.

Section 18.4 Facility Advertisements. The County agrees that in all advertisements placed by the County for the Facility or events at the Facility, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facility is a “Managed by Spectra”.

Section 18.5 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within twenty (20) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facility by reason of fire, storm or other casualty loss that renders the Facility (or a material portion thereof) untenable, the County shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facility (or a material portion thereof) untenable for a period estimated by an architect selected by the County at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) the County shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above, up to the cap set forth in such section, and (ii) in the event the Facility once again becomes tenable at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facility under the terms hereof, except that the Term shall be extended for a period of time in which the Facility was closed.

Section 18.6 Assignment; Binding on Successors and Assigns; Delegation of Alcohol Duties.

(a) Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that either party may, without the prior written consent of the other party but upon at least 30 days' written notice to the other party, assign this Agreement in connection with a sale, merger or other business combination involving all or substantially all of its assets or equity interests, Manager may further assign this Agreement to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to County, and the County may assign this Agreement to any purchaser of the Facility. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties, including any successor owner or lessee of the Facility.

(b) The parties acknowledge that, for purposes of complying with applicable liquor law, Manager may delegate its obligations hereunder relating to the sale of alcohol at the Facility to the Liquor Subsidiary. Without limiting the foregoing, the parties acknowledge and agree that the Liquor Subsidiary shall be authorized to perform the sale of alcohol at the Facility on behalf of Manager, collect all revenue from the sale of alcohol, handle such revenues as described in Section

8.2, and pay the related costs and taxes associated with alcohol sales as an Operating Expense of the Facility.

Section 18.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the County:

Jefferson County
Attn: County Judge Jeff Branick
1149 Pearl Street
Beaumont, Texas 77701

If to Manager:

Spectra Venue Management
3601 S. Broad Street
Philadelphia, PA 19148
Attn: Chief Operating Officer

With a copy to:

Jefferson County District Attorney's Office
Attn: Kathleen Kennedy
1085 Pearl Street, 3rd Floor
Beaumont, Texas 77701

With a copy to:

Comcast Spectacor, L.P.
3601 South Broad Street
Philadelphia, Pennsylvania 19148-5290
Attn: General Counsel

And:

County Judge's Office
Attn: Fred Jackson
1149 Pearl Street
Beaumont, Texas 77701

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 18.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 18.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 18.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, without regard to its conflict of laws principles.

Section 18.11 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 18.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity. It is expressly understood that the County retains its immunity as provided by Laws and no language herein waives any immunity claims or defenses by the County.

Section 18.13 Relationship of Parties. Manager and County acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between County and Manager. In operating the Facility, entering into contracts, accepting reservations for use of the Facility, and conducting financial transactions for the Facility, Manager acts on behalf of and as agent for County (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 18.14 No Third Party Beneficiaries. Other than the indemnitees listed in Sections 15.1 and 15.2 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 18.15 Attorneys Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable

attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 18.16 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Manager for the management fees described herein upon a breach or default of this Agreement by County.

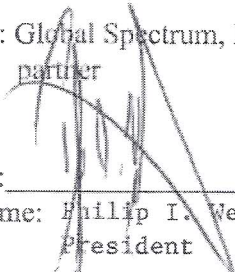
Section 18.17 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

JEFERSON COUNTY

By: 
Name: _____
Its: _____

GLOBAL SPECTRUM, L.P.,
d/b/a Spectra Venue Management

By: 
partner

By: _____
Name: Philip I. Weinberg
Its: President

ATTEST 

DATE 11/23/17



SCHEDULE 1
MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT

MAJOR DRIVE - FM 364

MAJOR DRIVE - FM 364

MAJOR DRIVE - FM 364

MAJOR DRIVE - FM 364

SCHEDULE 1
MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT

(P4) Training facility - Spectra maintains outdoor areas only, not the training facility itself. *[Signature]*



EXHIBIT A MANAGER DUTIES

Manager's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facility in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, parking (if applicable), and general user services.

(b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments but only in accordance with a written rate schedule approved by the County as part of the Annual Operating Budget.

(c) Procure, negotiate, execute, administer and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facility.

(d) Require that all material vendors and licensees of the Facility execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facility. Manager shall submit such form agreements to the County for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of the County (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facility, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facility in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facility in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the County upon request, in accordance with Section 10.1 of the Agreement.

(j) Submit to the County in a timely manner financial and other reports detailing Manager's activities in connection with the Facility, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget and submit such proposed budget to the County, both in accordance with Article 7 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facility from the Operating Account or with funds otherwise made available by the County.

(m) Secure, or assist the County (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facility for the specific events to be held therein, and for the general occupancy of the Facility. The County shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect and deposit in the Alcohol Account any revenue from the sale of alcohol at the Facility, as more fully described in Section 8.2.

(p) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(q) Subject to the County making available sufficient funds in a timely manner, pay all Taxes.

(r) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facility.

(s) Prepare, maintain and implement on a regular basis, subject to the County's approval, a Marketing Plan for the Facility.

(t) Manage and oversee the sale of Commercial Rights at or in connection with the Facility.

(u) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facility, and deliver a written report of the foregoing to County. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify County of any such damage or loss.

(v) Purchase, on behalf of the County and with County funds, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facility.

(w) As agent for the County, manage risk management and Facility insurance needs, as more fully described in Article 15 of the Agreement.

(x) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the County, shall be deemed the property of the County.

(y) Cause such other acts and things to be done with respect to the Facility, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facility following the Effective Date.

EXHIBIT B
LIST OF EXISTING CONTRACTS

Ford Park Operating/Vendor/Client Contracts

Entity	Category	Term Expiration
Ford	Naming Rights sponsor	3/31/2017
Pepsi	Non-alcoholic beverage pour rights	12/31/2020
AT&T	cellular phone service	4/25/2017
Airespring	office phone/data service	2/28/2017
ICM	HVAC services	contract with County
Republic	arena waste container/removal	contract with County
Impact	ballfield waste container/removal	contract with County
Star Graphics	copier lease/maintenance	11/30/2018
Allied Fire	fire systems inspection/service	9/30/2017
Worth Hydrochem	chemical treatment	9/30/2017
Air Nu	filter service	9/30/2017
Fidelity	pest control services	9/30/2017
Evan fall protection	fall protection inspection	1/1/2018
SureSpot	parking system vendor	upon notice
Motiva	suite license	9/30/2018
Tri-con	suite license	3/31/2017
MCM Elegante	signage	5/30/2017
Cici's Pizza	signage	12/31/2017
Sonic	signage	4/4/2017
Uncle Bob's	signage	7/31/2017
Holiday Inn	signage	3/31/2017
Christus	signage	12/31/2017 (currently negotiating)

Ford Park events currently under contract/confirmed (post 3/31/17)

Entity	Event Name	Event Date
YMBL	South Texas State Fair	10 days March-April (multi-year contract w
SETBA	baseball tourney	4/8-9/2017
Gift of Life	Champagne n Ribs	4/20/2017
NHS	Prom	4/22/2017
Icon	Jeff Dunham	4/23/2017
SETBA	baseball tourney	4/28-30/2017
Spindletop Center	gala	5/13/2017
SETBA	baseball tourney	5/19-21/2017
Huffman ISD	graduation	5/25/2017
Lumberton ISD	graduation	5/26/2017
Goose Creek ISD	graduation	5/27/2017
SETBA	baseball tourney	5/27-28/2017
Nederland	graduation	6/1/2017
Hamshire	graduation	6/2/2017
SETBA	baseball tourney	6/17-18/2017
SETBA	baseball tourney	7/4-9/2017
Innovation	his/her show	7/19-23/2017
SETBA	baseball tourney	12/2-3/2017
SETBA	baseball tourney	12/9-20/2017

Huffman ISD	graduation	5/24/2018
Lumberton ISD	graduation	5/25/2018
Goose Creek ISD	graduation	5/26/2018
Nederland	graduation	6/7/2018
Hamshire	graduation	6/8/2018

renewal)

with County)

EXHIBIT C
OPERATING BUDGET FOR FIRST (1ST) OPERATING YEAR
(FROM EFFECTIVE DATE TO SEPTEMBER 30, 2017)

Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	YE Budget
October	November	December	January	February	March	April	May	June	July	August	September

Exam Income

[illegible]

Auxiliary Income

[illegible]

Other Even Income

Other Event Income	-	-	-	-	-	-
Luxury Box Ticket Sales	225	5,750	4,475	13,325	-	37,100
Event Advertising Income	500	-	-	-	-	500
Ticket Rebates (Per Event)	12,400	16,150	11,725	15,075	-	79,450
Facility Fees	3,550	3,075	5,375	22,875	-	159,000
Total Other Event Income	3,550	4,925	31,275	19,125	-	276,050

Total Event Income

14,225	43,475	13,095	18,020	75,173	20,075	14,225	14,225
70,800							

Other Operating Income

Other Operating Income	1,019	-	679	1,019	-	1,019	340	340	679	-	680	5,772
Non-Operating Parking	-	-	-	-	-	-	-	-	-	-	-	-
Luxury Box Agreements	8,417	8,417	7,167	7,167	7,166	7,167	7,167	7,166	7,167	7,167	7,166	89,750
Concert Club	-	-	-	-	-	-	-	-	-	-	-	-
Advertising	17,383	16,383	19,383	17,633	13,884	17,633	17,933	17,209	16,841	16,641	16,843	204,851
Service Charges	50	25	75	25	25	-	-	-	-	-	50	500
Non-Event F&B	-	-	-	-	-	-	-	-	-	-	-	-
Practice Fees	4,450	4,450	2,100	12,400	11,400	8,800	10,800	7,200	-	-	4,800	70,600
Interest/Other Income	500	550	650	1,150	1,050	900	650	550	450	100	350	7,200

Total Other Operating Income

31819	29 825	29 650	30 054	30 323	30 339	30 670	30 780	30 807	30 834	30 861	30 888	30 915	30 942	30 969	30 996	31 023	31 050	31 077	31 104	31 131	31 158	31 185	31 212	31 239	31 266	31 293	31 320	31 347	31 374	31 401	31 428	31 455	31 482	31 509	31 536	31 563	31 590	31 617	31 644	31 671	31 698	31 725	31 752	31 779	31 806	31 833	31 860	31 887	31 914	31 941	31 968	31 995	32 022	32 049	32 076	32 103	32 130	32 157	32 184	32 211	32 238	32 265	32 292	32 319	32 346	32 373	32 400	32 427	32 454	32 481	32 508	32 535	32 562	32 589	32 616	32 643	32 670	32 697	32 724	32 751	32 778	32 805	32 832	32 859	32 886	32 913	32 940	32 967	32 994	33 021	33 048	33 075	33 102	33 129	33 156	33 183	33 210	33 237	33 264	33 291	33 318	33 345	33 372	33 399	33 426	33 453	33 480	33 507	33 534	33 561	33 588	33 615	33 642	33 669	33 696	33 723	33 750	33 777	33 804	33 831	33 858	33 885	33 912	33 939	33 966	33 993	34 020	34 047	34 074	34 101	34 128	34 155	34 182	34 209	34 236	34 263	34 290	34 317	34 344	34 371	34 398	34 425	34 452	34 479	34 506	34 533	34 560	34 587	34 614	34 641	34 668	34 695	34 722	34 749	34 776	34 803	34 830	34 857	34 884	34 911	34 938	34 965	34 992	35 019	35 046	35 073	35 100	35 127	35 154	35 181	35 208	35 235	35 262	35 289	35 316	35 343	35 370	35 397	35 424	35 451	35 478	35 505	35 532	35 559	35 586	35 613	35 640	35 667	35 694	35 721	35 748	35 775	35 802	35 829	35 856	35 883	35 910	35 937	35 964	35 991	36 018	36 045	36 072	36 099	36 126	36 153	36 180	36 207	36 234	36 261	36 288	36 315	36 342	36 369	36 396	36 423	36 450	36 477	36 504	36 531	36 558	36 585	36 612	36 639	36 666	36 693	36 720	36 747	36 774	36 801	36 828	36 855	36 882	36 909	36 936	36 963	36 990	37 017	37 044	37 071	37 098	37 125	37 152	37 179	37
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Adjusted Gross Income

176.034	100.625	75.125	62.149	2.4444	107.300	505.024	100.200	1.0000	1.0000
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Operating Expenses

[illegible]

SMC / Ford Park
Oct 2016 - Sept 2017
Monthly Budget (Peachtree)

Net Income (Loss) From Operations

Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Budgeted	Yr Budget
October	November	December	January	February	March	April	May	June	July	August	September			
(115,730)	(196,934)	(225,262)	(155,826)	(81,183)	(96,402)	(70,360)	(117,967)	(152,197)	(219,273)	(273,262)	(241,598)			(2,045,995)

Breakdown of Management Fees

Base Fee
F&B Incentive Fee

8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	8,058	96,696
3,666	2,461	1,964	2,777	4,090	3,097	4,916	6,479	3,067	2,762	-	2,615	10,673	37,894	
11,724	10,519	10,022	10,835	12,148	11,155	12,974	14,537	11,125	10,820	8,058	10,673	134,590		

EXHIBIT D INSURANCE

At all times during this Agreement, Manager shall maintain the following insurance coverage:

(a) commercial general liability insurance, including liquor liability, products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facility, or otherwise arising under this Agreement;

(b) umbrella or excess liability insurance;

(c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Texas;

(e) professional liability insurance and self-insured employment practices liability coverage;

(f) employment practices liability insurance;

(g) pollution liability; and

(h) crime coverage.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

\$1,000,000 uninsured/underinsured motorist

Workers Compensation

Workers Compensation: Statutory

Employer's Liability: \$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease

\$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis)

\$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis)

\$1,000,000

Pollution Liability (Claims Made basis)

\$1,000,000

Crime Insurance

Coverage on all on-site Manager employees. Limit: \$500,000.00

Special, January 23, 2017

There being no further business to come before the Court at this time,
same is now here adjourned on this date, January 23, 2017