REGULAR, 2/13/2017 1:30:00 PM

BE IT REMEMBERED that on February 13, 2017, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS February 13, 2017

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **13th** day of **February 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

WORKSHOP:11:00 a.m.- To hear presentation from representatives of the National Parks Conservation Association regarding proposed legislation to create the Lone Star Coastal National Recreation Area.

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Receive and file Acceptance of Offer for (IFB 16-030/YS), Term Contract for Mowing for Jefferson County with Universal Operations LLC.

SEE ATTACHMENTS ON PAGES 10 - 11

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

2. Receive and file a renewal for (IFB 14-004/JW), Term Contract for Legal Notices for Jefferson County with Beaumont Enterprise, The Examiner Corporation, and The Port Arthur News for a third one (1) year renewal from March 8, 2017 to March 7, 2018.

SEE ATTACHMENTS ON PAGES 12 - 14

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

3. Receive and file Change Order No. 2 for (IFB 16-008/JW), Major Drive Extension From SH 124 to LaBelle Rd. with ALLCO, LLC. for a reduction in the scope of work at Frint Road, for a decrease of $33,807.50; bringing the total contract amount from $1,794,672.55 down to $1,760,865.05. This change order does not change the number of working days for this project.

SEE ATTACHMENTS ON PAGES 15 - 15

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

4. Consider and approve specifications for (IFB 17-006/YS), Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District.

SEE ATTACHMENTS ON PAGES 16 - 49

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

5. Consider and approve a professional service agreement (PROF 17-007/DC) with SCI for the Smoke Evacuation System at The Downtown Jail for a total time and material not to exceed $5,000.00.

SEE ATTACHMENTS ON PAGES 50 - 50

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

6. Consider and approve disposal of scrap property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 51 - 51

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

COUNTY AUDITOR:

7. Consider and approve use of available capital funds of $6,405 and budget transfer - Road & Bridge Pct.1 - purchase new water tank for unit C-17.

111-0109-431-6011	ROAD MACHINERY	$2,950.00	
111-0105-431-4018	ROAD MACHINERY		$2,950.00

SEE ATTACHMENTS ON PAGES 52 - 52

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

8. Regular County Bills -check #430057 through checks #430374.

SEE ATTACHMENTS ON PAGES 53 - 62

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

COUNTY COMMISSIONERS:

9. Consider approving a Resolution supporting the creation of the Lone Star Coastal National Recreation Area. SEE ATTACHMENT PAGES 197-198

2 SPEAKERS - Elizabeth Wadell and Ms. Dishman / both spoke in favor of the creation

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

10. Receive and file executed Demolition Waiver for the City of Port Arthur authorizing the demolition of property located at 4008 Donald Street, Port Arthur, Texas.

SEE ATTACHMENTS ON PAGES 63 - 68

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

11. Consider authorizing the County Judge to execute a consent/change for Constable Precinct 1 to obtain firearms from the Federal Surplus Property Program.

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

12. Consider and possibly approve a Jefferson County/ Ford Park Use License Agreement between Jefferson County and Lamar Institute of Technology.

SEE ATTACHMENTS ON PAGES 69 - 84

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

13. Receive and file executed Demolition Waiver for the City of Port Arthur authorizing the demolition of property located at 3700 Doctors Drive, Port Arthur, Texas.

SEE ATTACHMENTS ON PAGES 85 - 89

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

14. Consider and possibly approve a Resolution to authorize the County Judge to execute a grant application from the Criminal Justice Division to continue the operation of the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center for the fiscal year 2017-2019. This grant is made available pursuant to the Victims of Crime Act. (Grant application number: 2103208)

SEE ATTACHMENTS ON PAGES 90 - 90

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

15. Receive and file executed Jefferson County/ Ford Park Use License Agreement to allow the use of ½ of the Exhibit Hall by the Nederland Independent School District for April 21, 2017 through April 24, 2017.

SEE ATTACHMENTS ON PAGES 91 - 106

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

16. Consider and possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Beaumont authorizing the demolition of property located at 3650 Lorilee St., Beaumont, TX. (as amended)

SEE ATTACHMENTS ON PAGES 107 - 113

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

17. Consider and possibly approve Cary Erickson, Director of Human Resources to be the Designated Civil Rights Officer for TxCDBG Contract #7216231 and all subsequent TxCDBG contracts.

SEE ATTACHMENTS ON PAGES 114 - 115

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

18. Consider and possibly approve the Use License Agreement between Jefferson County, Texas and Harbor Foundation for Butterfly Release.

SEE ATTACHMENTS ON PAGES 116 - 131

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

19. Consider and possibly approve the Use License Agreement between Jefferson County, Texas and GT Baseball for 2017 spring tournaments.

SEE ATTACHMENTS ON PAGES 132 - 148

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

20. Consider and possibly approve the Use License Agreement between Jefferson County, Texas and Newtron Beaumont LLC for the annual company crawfish boil.

SEE ATTACHMENTS ON PAGES 149 - 177

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

21. Consider and possibly approve Resolution Regarding Civil Rights in accordance with Section 3 of the Housing and Urban Development Act of 1968.

SEE ATTACHMENTS ON PAGES 178 - 194

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

SHERIFF'S DEPARTMENT:

22. Consider and approve Resolution to apply for SWAT HAZMAT Response Enhancement Project Grant. Estimated Grant is $46,000 with no County Match.

SEE ATTACHMENTS ON PAGES 195 - 196

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

Other Business:

SET NEXT MEETING DATE,MONDAY,FEBRUARY 20, 2017, IS A COUNTY HOLIDAY (PRESIDENT'S DAY)

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

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

_____

Jeff R. Branick
County Judge

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

UNIVERSAL OPERATIONS LLC
Company Name

For clarification of this offer, contact:

3911 N. TWIN CITY HWY
Address

JOEL HEBERT
Name

NEDERLAND TX 77627
City State Zip

409 284 6408 409 7215090
Phone Fax

Joel Hebert
Signature of Person Authorized to Sign

NICOLE@UNIVERSALOPERATIONS.ORG
E-mail

JOEL HEBERT
Printed Name

SUPERVISOR
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

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

Countersigned:

Jeff R. Branick
County Judge

February 6, 2017
Date

Attest:

Carolyn L. Guidry
County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Bidder Shall Return Completed Form with Offer.

CONTRACT RENEWAL FOR IFB 14-004/JW
TERM CONTRACT FOR LEGAL NOTICES FOR
JEFFERSON COUNTY

The County entered into a contract with Beaumont Enterprise for one (1) year, from March 10, 2014 to March 9, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from March 8, 2017 to March 7, 2018.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Beaumont Enterprise

(Name) Publisher

CONTRACT RENEWAL FOR IFB 14-004/JW
TERM CONTRACT FOR LEGAL NOTICES FOR
JEFFERSON COUNTY

The County entered into a contract with The Examiner Corporation for one (1) year, from March 10, 2014 to March 9, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from March 8, 2017 to March 7, 2018.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
The Examiner Corporation

(Name)

CONTRACT RENEWAL FOR IFB 14-004/JW
TERM CONTRACT FOR LEGAL NOTICES FOR
JEFFERSON COUNTY

The County entered into a contract with The Port Arthur News for one (1) year, from March 10, 2014 to March 9, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from March 8, 2017 to March 7, 2018.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
The Port Arthur News

(Name)
William R. Mack
Publisher

PO# 066230

Change Order

No. 2

Date of Issuance: 2-6-17 Effective Date: 2-6-17

Project: Major Drive Extension From SH 124 to LaBelle Rd	Owner: Jefferson County	Owner's Contract No.: IFB 16-008/JW
Contract:		Date of Contract: 6-20-16
Contractor: ALLCO		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: To reduce the scope of work at Frint Road for a savings of $33,807.50 with no change in Contract Time.

The bid item for Removing Stab Base & Asph Pav will be reduced by 1,083sy at a unit cost of $6/sy for a savings of $6,498.00.

The bid item for Flex Base will be reduced by 1,083sy at a unit cost of $18/sy for a savings of $19,494.00. The bid item for Lime Treatment will be reduced by 1,083sy at a unit cost of $3.50/sy for a savings of $3,790.50. The bid item for Lime Slurry will be reduced by 23 tons at a unit cost of $175/ton for a savings of $4,025.00.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $1,777,773.00	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): ____ Ready for final payment (days or date): ____
Increase from previously approved Change Order No. 1: $16,899.55	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial completion (days): ____ Ready for final payment (days): ____
Contract Price prior to this Change Order: $1,794,672.55	Contract Times prior to this Change Order: Substantial completion (days or date): ____ Ready for final payment (days or date): ____
Decrease of this Change Order: $(33,807.50)	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): ____ Ready for final payment (days or date): ____
Contract Price incorporating this Change Order: $1,760,865.05	Contract Times with all approved Change Orders: Substantial completion (days or date): ____ Ready for final payment (days or date): ____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By: [signature]	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature) Jeff R. Branick, Jefferson County Judge	Contractor (Authorized Signature)
Date: 1/31/17	Date: February 6, 2017	Date: 1/31/17

Approved by Funding Agency (if applicable): ____ Date: ____

ATTEST [signature]
DATE 2/13/17

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

February 13, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-006/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District. **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: **IFB 17-006/YS**

BID NO: **Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District**

DUE DATE/TIME: **11:00 AM CDT, Tuesday, March 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 Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or ysauer@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – February 15, 2017 & February 22, 2017

IFB 17-006/YS
Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District
Bids due: 11:00 AM CDT, Tuesday, March 14, 2017

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Bid Submissions:

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

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

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include 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 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.

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

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 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

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. 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.

9. Award

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

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. 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.

15. 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.

16. Delivery

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

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items

and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and,

upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years. **(OMIT if N/A or EDIT if Needed)**

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

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

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

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

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

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

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

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

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

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

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

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

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

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

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

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly

with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

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

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist (e-mail: ysauer@co.jefferson.tx.us; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 17-006/YS.

Scope

Vendor shall provide Insecticides, Herbicides, Spray Adjuvants, and Adulticides for the Jefferson County Mosquito Control District subject to the terms and conditions stated for an initial period **beginning on or about date of award**.

Bidders shall attach to bid form, a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Prices quoted shall be F.O.B. Jefferson County Mosquito Control District, Jefferson County Airport, 1st Street, Nederland, TX. Bidder bears freight charges. All prices must be written in ink or typewritten.

Quote unit prices extended to lump sum prices. The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Purchase orders for insecticides, herbicides, adjuvants, and adulticides will be released to the successful bidder(s) **on an as-needed basis. MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Refer questions of a commercial nature to Jamey West, Contract Specialist at 409-835-8593; and questions of a technical nature to Kevin Sexton, Jefferson County Mosquito Control, at 409-719-5940.

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

Approximate Annual Usage

Items listed on the Bid Form indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

The brand name references are for description only, and are not intended to exclude other herbicides or adjuvants of equal quality. Bidders desiring to substitute items may do so provided brand name is **indicated on Bid Form**. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Item	Description
1	**MSMA herbicide** – to contain 6.00 lb. MSMA (Mono-sodium Acid Methanearsonate) plus surfactant per gallon
2	**Tordon 101** – to contain 10.2% 4-amino3,5,6-trichloropicolinic acid (picloram), tri-isopropanolomine salt 39.6% 2,4-Dichlorophenoxyacetric acid, tri-isopropanolomiane salt.
3	**Roundup herbicide or equivalent** – to contain 41.0% by weight Isopropylamine Salt of Glyphosate
4	**Rodeo herbicide or equivalent** – to contain 53.5% by weight Isopropylamine Salt of Glyphosate
5	**Nalco Trol II or equivalent** – water soluble spray drift control agent
6	**Aqua-King or equivalent** – product must be a non-ionic aquatic surfactant approved for use in the State of Texas, contain 90% active ingredient (excluding alcohols, fatty acids, oils ethylene glycol or diethylene glycol), a minimum of 80% surfactant load, possess an HLB (hydrophilic to lipophilic balance) ratio of 12 to 17, a maximum of 10% isopropyl alcohol, have a flash point greater than 200 degrees F., and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.
7	**Malathion insecticide** – concentrate to contain a minimum of 9.9 lb. of malathion per gallon (96.5% by weight active ingredient). Product offered must have current approval in Texas for both aerial and ground ULV application against adult mosquitoes. Bulk shipments only.
8	**Scourge insecticide** – concentrate to contain 1.51 lb. Resmethrin (18% by weight active ingredient) and 4.51 lb. Piperonyl Butoxide Technical (54% by weight active ingredient) per gallon. Product offered must have current approval in Texas for ground ULV application against adult mosquitoes.
9	**Envion 30/30 insecticide or equivalent -** water compatible concentrate in 2.52 lb. Permethrin (30.0% by weight) and 2.52 lb. Piperonyl Butoxide (30.0% by weight) per gallon. Product offered must have current approval in Texas for aerial and ground ULV application against adult mosquitoes.
10	**Duet Adulticide or equivalent** – 1.00% Prallethrin: = 0.085 lbs. of Technical Prallethrin per gallon. Chemical name = (RS) – 2 methyl-4-oxo-3-(2-propynl) cyclopent-2-enyl- (1RS)-cis, trans-chyrsanthemate. 5.00 % Sumethrin: = 0.370 lbs. of Technical Sumethrin per gallon. Chemical name = 3-Phenoxbenzyl- (1RS, 3 RS; 1RS, 3SR) -2,-2dimethyl-3-(2-methylprop-1-enyl) cyclopropanecarboxlate. 5.00% PBO = 0.370 lbs. Technical Pepronyl Butoxide per gallon. Chemical name = Pyperonyl Butoxide. Returnable 275 gallon stainless steel totes with 2.5 inch quick connect hose attachment. Successful bidder will deliver full containers and pick up empty containers at no additional charge

Bidder Information Form

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

Bid Name & Number: IFB 17-006/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District

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

_____
Address

_____
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 17-006/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

<u>Bidder Shall Return Completed Form with Offer.</u>

Bid Form

Item	Est Qty. (Gal.)	Description	Brand bid	MSDS Labels Attached	Price per Gallon	Total Price
1	700	MSMA Herbicide – 2.5 gal. container			$	$
2	700	Tordon 101 Herbicide or equivalent – 2.5 gal. container			$	$
3	700	Roundup Herbicide or equivalent – 2.5 gal. container			$	$
4	100	Rodeo Herbicide or equivalent – 2.5 gal. container			$	$
5	100	Nalco Trol II or equivalent – 2.5 gal. (or smaller) container			$	$
6	400	Aqua-King Surfactant or equivalent – 2.5 gal. (or smaller) container			$	$
7	20,000	Malathion Insecticide – **bulk shipment only**			$	$
8	250	Scourge Insecticide – 5 gal. containers			$	$
9	600	Envion 30/30 insecticide – 2.5 gal. containers			$	$
10	1,375	Duet Adulticide 275 gal. steel containers			$	$

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

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

<u>Bidder Shall Return Completed Form with Offer.</u>

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____
Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

<u>Bidder Shall Return Completed Form with Offer.</u>
Local Government Officer

Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT — **FORM CIS**

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

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 **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).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: 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.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF_____ COUNTY OF_____

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

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(name of firm)

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

Name and address of bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

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

this the _____ day of_____, 2017.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

Prof 17-007
Smoke Evacuation System
Downtown Jail

SCI
An EMCOR Company

To: Jefferson County Courthouse
1149 Pearl St.
Beaumont, Texas 77701

Date: February 8, 2017

Attention: Deborah L. Clark
BP9963

Reference: Jefferson County Courthouse – Smoke Evacuation System Project

Deborah,
This time and material – not to exceed budget to perform the state requested outline to perform corrective actions to address the smoke evacuation system performance. Per the request of Mr. Shannon Herklotz, an outline of the proposed scope is to be created, and presented to the Texas Commission on Jail Standards.

The budget proposed is expected to cover the following:

1. Initial meeting and site visit at Jefferson County Courthouse performed February 7, 2017.
2. Preparation of outline to perform corrective actions based on drawing / design review and site visit. (In office hours)
3. Attendance of meeting to be held February 13, 2017 at Jefferson County Courthouse to discuss / review prepared outline to perform corrective actions.
4. Attendance of meeting to be held February 15, 2017 at Texas Commission on Jail Standards in Austin, Texas.

Time and material – not to exceed budget to perform the scope as detailed..... $5,000.00

Project Management / Consultation Fee per hour..... $100.00/hr

Travel and expense cost per GSA.gov rate

We appreciate the opportunity to prepare this quote and look forward to working with you on this project. If you should have any questions please contact me at one or all of the contact points located below.

Regards,

R. Bryan Nunley

R. Bryan Nunley
Operations Manager
NEBB Professional
SCI/Gowan Inc.
Office 713.696.5423 / Cell 713.824.0387
E-mail: bnunley@gowaninc.com

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent



Date: February 9, 2017

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

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

MEMORANDUM

TO: **Fran Lee, Auditing**

FROM: **Commissioner Eddie Arnold, R&B Pct. #1**

DATE: **February 7, 2017**

RE: **Transfer**

Please transfer $2950.00 out of account #111-0105-431.40-18 (road machinery) and put into account #111-0109-431.60-11 (capital).
This transfer request including using the left over funds allocated to purchase new Gradall will be used to purchase a new water tank for Unit C-17 to replace the existing deteriorating water tank.

Thank you.
Eddie Arnold

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	199.25	430175	
DAWN DONUTS	85.00	430340	
			284.25**
ROAD & BRIDGE PCT.#1			
MUNRO'S	29.65	430145	
SOUTHEAST TEXAS WATER	14.00	430164	
VULCAN MATERIALS CO.	7,404.40	430179	
UNITED STATES POSTAL SERVICE	.46	430212	
GULF COAST	828.40	430361	
			8,276.91**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	32.34	430109	
ENTERGY	6.57	430129	
VULCAN MATERIALS CO.	4,253.56	430179	
ROLLINS TRUCK & TRAILER REPAIR	40.00	430188	
SUPERIOR SUPPLY & STEEL	152.00	430195	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	1,172.58	430226	
BUMPER TO BUMPER	53.73	430232	
GULF COAST	105.45	430361	
			5,816.23**
ROAD & BRIDGE PCT. # 3			
ABLE FASTENER, INC.	140.22	430088	
GULF COAST AUTOMOTIVE, INC.	260.42	430128	
ENTERGY	397.73	430129	
CASH ADVANCE ACCOUNT	99.79	430136	
MUNRO'S	38.15	430145	
OFFICE DEPOT	43.38	430150	
ROMERO GLASS CO.	239.00	430157	
SMART'S TRUCK & TRAILER, INC.	67.78	430163	
W. JEFFERSON COUNTY M.W.D.	27.14	430181	
STRATTON INC.	26.40	430182	
HOWARD'S AUTO SUPPLY	130.75	430192	
TRACTOR SUPPLY CO	116.61	430248	
C & I OIL COMPANY INC	1,217.40	430255	
ON TIME TIRE	88.99	430285	
RELADYNE	50.98	430299	
FELIX AAA AUTO & TRUCK PARTS LLC	7.60	430332	
SMITTY'S HAMSHIRE GULF	253.00	430358	
			3,205.34**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY	55.80	430111	
GREATER PORT ARTHUR	125.00	430127	
CASH ADVANCE ACCOUNT	341.54	430136	
T. JOHNSON INDUSTRIES, INC.	6.25	430138	
MUNRO'S	71.18	430145	
W. JEFFERSON COUNTY M.W.D.	76.90	430181	
UNITED STATES POSTAL SERVICE	.40	430212	
BELT SOURCE	17.48	430245	
J&E WELDING INC	390.00	430283	
ASCO	2,657.39	430294	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	190.23	430304	
GCR TIRES & SERVICE	1,879.68	430315	
BK INDUSTRIAL SOLUTIONS LLC	101.80	430327	
			5,913.65**
ENGINEERING FUND			
VERIZON WIRELESS	241.03	430210	
UNITED STATES POSTAL SERVICE	6.65	430212	
			247.68**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	38.68	430108	
JIFFY TROPHIES	7.25	430137	
AT&T	29.02	430165	
W. JEFFERSON COUNTY M.W.D.	54.28	430181	
			129.23**
GENERAL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
DAMIAN SMITH	721.56	430368	
			721.56*
TAX OFFICE			
OFFICE DEPOT	473.36	430150	
ACE IMAGEWEAR	21.70	430161	
SOUTHEAST TEXAS WATER	227.00	430164	
TAC - TEXAS ASSN. OF COUNTIES	230.00	430168	
UNITED STATES POSTAL SERVICE	1,381.30	430212	
			2,333.36*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.61	430212	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	315.00	430348	
			316.61*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	14.05	430212	
			14.05*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	256.01	430212	
			256.01*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	10.07	430212	
KIMBERLY PHELAN, P.C.	700.00	430241	
JEFF R BRANICK	433.60	430250	
JEFFERSON COUNTY CREDIT CARDS	129.90	430270	
JAN GIROUARD & ASSOCIATES LLC	400.00	430346	
			1,673.57*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	26.70	430212	
KIM ISAACS	139.00	430228	
			165.70*
COUNTY TREASURER			
OFFICE DEPOT	300.37	430150	
UNITED STATES POSTAL SERVICE	223.60	430212	
			523.97*
PURCHASING DEPARTMENT			
FED EX	26.60	430121	
OFFICE DEPOT	71.79	430150	
UNITED STATES POSTAL SERVICE	2.80	430212	
			101.19*
GENERAL SERVICES			
GUARDIAN FORCE	37.00	430090	
COUNTY JUDGES & COMM. ASSN. OF TX	2,600.00	430115	
CASH ADVANCE ACCOUNT	170.00	430136	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	430171	
TRI-CITY COFFEE SERVICE	124.95	430175	
INTERFACE EAP	1,354.05	430187	
VERIZON WIRELESS	304.14	430210	
JEFFERSON COUNTY CREDIT CARDS	2.06	430270	
SAM'S CLUB DIRECT	154.17	430287	
DYNAMEX INC	402.58	430303	
			7,848.95*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	453.96	430193	
JEFFERSON COUNTY CREDIT CARDS	249.99	430270	
			703.95*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	573.77	430150	
UNITED STATES POSTAL SERVICE	187.57	430212	
			761.34*
DISTRICT ATTORNEY			
CRISTY SMITH	120.00	430105	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. DISTRICT ATTORNEY	11,790.00	430134	
CASH ADVANCE ACCOUNT	23.54	430136	
OFFICE DEPOT	537.29	430150	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	430172	
UNITED STATES POSTAL SERVICE	267.90	430212	
SHI GOVERNMENT SOLUTIONS, INC.	328.20	430215	
PCM-G	995.00	430259	
JEFFERSON COUNTY CREDIT CARDS	186.66	430270	
FILE & SERVE XPRESS LLC	13.00	430290	
TRANSUNION RISK AND ALTERNATIVE	110.50	430322	
NCH SOFTWARE INC	265.06	430338	
			14,987.15*
DISTRICT CLERK			
OFFICE DEPOT	61.48	430150	
TAC - TEXAS ASSN. OF COUNTIES	460.00	430168	
UNITED STATES POSTAL SERVICE	454.05	430212	
AERIALINK INC	117.00	430359	
			1,092.53*
CRIMINAL DISTRICT COURT			
TODD W. LEBLANC	1,600.00	430091	
DAVID GROVE	8,750.00	430094	
DAVID W BARLOW	4,375.00	430103	
CHEROKEE COUNTY CLERK	422.00	430114	
DONALD W. DUESLER & ASSOC.	8,750.00	430119	
MARSHA NORMAND	8,750.00	430147	
RENE MULHOLLAND	69.00	430178	
KEVIN S. LAINE	800.00	430191	
CAROLYN WIEDENFELD	800.00	430222	
ALEX BILL III	800.00	430276	
C. HADEN CRIBBS JR., PC	8,750.00	430282	
			43,866.00*
58TH DISTRICT COURT			
AMERICAN JUDGES ASSOCIATION., INC.	175.00	430096	
SOUTHEAST TEXAS WATER	29.95	430164	
UNITED STATES POSTAL SERVICE	.40	430212	
			205.35*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	5.24	430212	
			5.24*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.27	430212	
LEXIS-NEXIS	69.00	430213	
JEFFERSON COUNTY CREDIT CARDS	419.42	430270	
			489.69*
252ND DISTRICT COURT			
DAVID W BARLOW	4,375.00	430103	
LEAH HAYES	1,770.25	430131	
OFFICE DEPOT	164.74	430150	
TEXAS ASSN. FOR COURT ADMINISTRATIO	75.00	430169	
MIKE VAN ZANDT	8,750.00	430177	
BRACK JONES JR.	8,750.00	430190	
KEVIN S. LAINE	900.00	430191	
UNITED STATES POSTAL SERVICE	101.89	430212	
JUDGE RAQUEL WEST	683.43	430223	
ANTOINE FREEMAN	1,066.14	430252	
ALLEN PARKER	8,750.00	430265	
SAMUEL & SON LAW FIRM PLLC	8,750.00	430318	
			44,136.45*
279TH DISTRICT COURT			
JACK LAWRENCE	700.00	430095	
LAIRON DOWDEN, JR.	325.00	430117	
MARVA PROVO	325.00	430154	
KEVIN PAULA SEKALY PC	325.00	430159	
RANDY SHELTON	125.00	430160	
GLEN M. CROCKER	500.00	430216	
JOEL WEBB VAZQUEZ	1,000.00	430230	

NAME	AMOUNT	CHECK NO.	TOTAL
P DEAN BRINKLEY	742.50	430269	
MELANIE AIREY	1,000.00	430324	
LAW OFFICE OF J SCOTT FREDERICK	500.00	430325	
			5,542.50*
317TH DISTRICT COURT			
DAVID GROVE	75.00	430093	
PHILLIP DOWDEN	75.00	430099	
LAIRON DOWDEN, JR.	325.00	430117	
OFFICE DEPOT	49.84	430150	
MARVA PROVO	325.00	430154	
ANITA F. PROVO	1,400.00	430155	
TEXAS CENTER FOR JUDICIARY	60.00	430170	
KEVIN S. LAINE	325.00	430191	
CHARLES ROJAS	375.00	430194	
LEXIS-NEXIS	68.00	430213	
GLEN M. CROCKER	75.00	430216	
DONEANE E. BECKCOM	500.00	430217	
LANGSTON ADAMS	75.00	430224	
JOEL WEBB VAZQUEZ	925.00	430230	
JUDY PAASCH	2,323.90	430233	
ALLEN PARKER	150.00	430264	
TERRENCE ALLISON	500.00	430291	
WILLIAM FORD DISHMAN	150.00	430301	
TARA SHELANDER	150.00	430312	
DANE DENNISON	500.00	430313	
MELANIE AIREY	75.00	430324	
LAW OFFICE OF J SCOTT FREDERICK	75.00	430325	
GORDON D FRIESZ	1,000.00	430331	
ASHLEY CEDILLO	75.00	430349	
			9,651.74*
JUSTICE COURT-PCT 1 PL 1			
KEN DOLLINGER	335.84	430116	
OFFICE DEPOT	70.46	430150	
UNITED STATES POSTAL SERVICE	31.50	430212	
			437.80*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	3.54	430212	
			3.54*
JUSTICE COURT-PCT 2			
CASH ADVANCE ACCOUNT	746.91	430136	
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	430244	
			821.91*
JUSTICE COURT-PCT 4			
KIRKSEY'S SPRINT PRINTING	24.95	430139	
RAY S. CHESSON	32.46	430189	
			57.41*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	45.88	430212	
			45.88*
JUSTICE COURT-PCT 7			
JEFFERSON COUNTY CREDIT CARDS	271.97	430270	
			271.97*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	40.02	430150	
			40.02*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.40	430212	
JOHN WOOLDRIDGE	748.41	430320	
			748.81*
COUNTY COURT AT LAW NO. 2			
CHARLES ROJAS	250.00	430194	
UNITED STATES POSTAL SERVICE	4.43	430212	
THE BYRD LAW FIRM PC	250.00	430238	

NAME	AMOUNT	CHECK NO.	TOTAL
JANSON ELLIOTT BAILEY	250.00	430347	
ASHLEY CEDILLO	250.00	430349	
			1,004.43*
COUNTY COURT AT LAW NO. 3			
DAVID GROVE	300.00	430093	
UNITED STATES POSTAL SERVICE	8.92	430212	
SAMUEL & SON LAW FIRM PLLC	250.00	430317	
			558.92*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.13	430212	
			2.13*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	6.85	430212	
KARA HAWTHORN	663.23	430277	
			670.08*
SHERIFF'S DEPARTMENT			
GT DISTRIBUTORS, INC.	131.87	430123	
GREATER PORT ARTHUR	250.00	430126	
HERNANDEZ OFFICE SUPPLY, INC.	166.02	430132	
KIRKSEY'S SPRINT PRINTING	47.25	430139	
OFFICE DEPOT	430.24	430150	
AT&T	32.42	430165	
CDW COMPUTER CENTERS, INC.	112.51	430193	
UNITED STATES POSTAL SERVICE	194.55	430212	
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	430218	
JEFFERSON COUNTY CREDIT CARDS	352.39	430270	
TEXAS ASSOC OF HOSTAGE NEGOTIATORS	40.00	430280	
RITA HURT	275.00	430281	
SPANKY'S WRECKER SERVICE INC	95.00	430286	
TRANSUNION RISK AND ALTERNATIVE	475.00	430322	
GALLS LLC	47.45	430328	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	175.00	430348	
			2,890.60*
CRIME LABORATORY			
FISHER SCIENTIFIC	64.00	430122	
SOUTHEAST TEXAS WATER	79.90	430164	
SIRCHIE FINGER PRINT LABORATORIES	399.77	430275	
ATTAINIT	684.45	430337	
			1,228.12*
JAIL - NO. 2			
AAA LOCK & SAFE	66.50	430086	
BOB BARKER CO., INC.	1,049.36	430102	
CITY OF BEAUMONT - WATER DEPT.	16.00	430107	
COBURN'S, BEAUMONT BOWIE (1)	199.44	430112	
W.W. GRAINGER, INC.	47.34	430125	
ENTERGY	39,774.06	430129	
JACK BROOKS REGIONAL AIRPORT	2,442.15	430135	
M&D SUPPLY	2.76	430141	
MOORE SUPPLY, INC.	434.29	430143	
OFFICE DEPOT	113.97	430150	
PETTY CASH - SHERIFF'S OFFICE	832.00	430152	
SANITARY SUPPLY, INC.	2,342.90	430158	
SHERWIN-WILLIAMS	1,399.55	430162	
WHOLESALE ELECTRIC SUPPLY CO.	24.52	430183	
LOWE'S HOME CENTERS, INC.	590.78	430220	
INTERCONTINENTAL JET CORP	216.00	430234	
WORLD FUEL SERVICES	1,066.76	430263	
FIVE STAR CORRECTIONAL SERVICE	14,383.23	430267	
JEFFERSON COUNTY CREDIT CARDS	225.00	430270	
CONSTELLATION NEWENERGY - GAS DIVIS	4,014.87	430293	
MATERA PAPER COMPANY INC	2,108.26	430295	
GALLS LLC	430.25	430328	
LONE STAR UNIFORMS	467.47	430334	
IMPACT WASTE LLC	360.00	430360	
			72,607.46*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
CHERYL TARVER	85.60	430186	
UNITED STATES POSTAL SERVICE	54.87	430212	
LATASHA DILL	394.29	430240	
LYNN BIERHALTER	128.40	430243	
KESHA NIXON	100.00	430247	
DURWARD MINOR	149.27	430298	
JOSH CUYOS	270.18	430307	
ROXANA MITCHELL	240.75	430330	
CHRISTAL CHANNELL	176.55	430335	
KAREN RIGGS	128.40	430339	
			1,728.31*
JUVENILE DETENTION HOME			
ENTERGY	6,178.20	430129	
BEN E KEITH FOODS	278.94	430229	
KAREN ROBERTS	400.00	430258	
FUNCTION 4 LLC	250.00	430362	
			7,107.14*
CONSTABLE PCT 1			
OFFICE DEPOT	159.49	430150	
UNITED STATES POSTAL SERVICE	61.27	430212	
JEFFERSON COUNTY CREDIT CARDS	104.51	430270	
			325.27*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	205.00	430136	
			205.00*
CONSTABLE-PCT 4			
CASH ADVANCE ACCOUNT	432.92	430136	
TRANSUNION RISK AND ALTERNATIVE	70.00	430322	
			502.92*
CONSTABLE-PCT 6			
ULINE SHIPPING SUPPLY SPECIALI	389.66	430176	
UNITED STATES POSTAL SERVICE	16.30	430212	
			405.96*
CONSTABLE PCT. 8			
TEXAS STATE DIRECTORY	58.45	430174	
			58.45*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	9,441.66	430101	
FMMS HOLDINGS OF TEXAS LLC	52,700.00	430284	
			62,141.66*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	92.40	430150	
ALLEN HOMANN	32.10	430352	
			124.50*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	430098	
CLAYBAR FUNERAL HOME, INC.	2,499.00	430110	
AUSTIN CECIL WALKES MD PA	2,932.58	430180	
UNITED STATES POSTAL SERVICE	82.52	430212	
CENTERPOINT ENERGY RESOURCES CORP	33.05	430236	
			5,587.15*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	1,500.00	430104	
O.W. COLLINS APARTMENTS	117.63	430113	
GABRIEL FUNERAL HOME, INC.	3,500.00	430124	
AUSTIN CECIL WALKES MD PA	2,932.58	430180	
			8,050.21*
NURSE PRACTITIONER			
SIERRA SPRING WATER CO. - BT	6.00	430214	
			6.00*
CHILD WELFARE UNIT			

NAME	AMOUNT	CHECK NO.	TOTAL
DISA, INC.	803.00	430118	
J.C. PENNEY'S	1,634.30	430219	
TYMIR WILSON PAYEE	20.00	430246	
CHUMARI WILSON PAYEE	20.00	430249	
J'LYNN HENDRIX	20.00	430260	
TAHLIYA TRATTLES	20.00	430268	
ANDREW REISNER	20.00	430271	
DIAMOND DELFIERRO PAYEE	60.00	430273	
TALON BORDELON	15.00	430274	
ANTHONY DISOMBA PAYEE	20.00	430279	
ROBIN FRANK PAYEE	20.00	430288	
ABBIE BLANDFORD	20.00	430305	
ASHANTI M MCCRAY	20.00	430308	
FATIMA ZAVALA	20.00	430309	
TYRE A WELLS	20.00	430310	
TRELIN FARR	20.00	430311	
TYTIANNA WELLS SIGARST	20.00	430314	
JAYLYNN MCCRAY PAYEE	20.00	430319	
DONALD ORCHID	20.00	430321	
JAVIER ZAVALA FC	60.00	430326	
AALIYAH J EMERSON	20.00	430329	
MYA ARCENEAUX	20.00	430333	
MALACHI GUIDRY	20.00	430336	
TRINITY WILSON FC	20.00	430342	
SUMYIA BATISTE	20.00	430343	
AIDIAN LEBLANC FC	20.00	430345	
ISSAC JERRY	20.00	430350	
ZACHARIA GIVENS	15.00	430353	
MALAYSHA GUIDRY	20.00	430354	
KENNY ROBINSON	20.00	430355	
RAVEN WILSON	20.00	430356	
SHAWN MOUTON	20.00	430357	
KOBE HARRIS	20.00	430363	
LARRY DOYLE	20.00	430364	
MACIE MCGARY	20.00	430365	
FAITH DOYLE	20.00	430366	
GERMAN CASTILLO	20.00	430367	
CAMILO CASTILLO	15.00	430369	
GAVIN AHART	50.00	430370	
KENNEDY BALISMO	15.00	430371	
TYRESE ROBINSON	15.00	430372	
RESANDRE WILTZ	30.00	430373	
LEDARIUS SMITH	15.00	430374	
			3,347.30*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	430253	
CARDINAL HEALTH 110 INC	62,980.16	430297	
			66,753.16*
MAINTENANCE-BEAUMONT			
SPIDLE & SPIDLE	2,924.17	430092	
AUTOMATIC DOOR SERVICE	230.00	430100	
COBURN'S, BEAUMONT BOWIE (1)	111.32	430112	
ENTERGY	5,930.64	430129	
M&D SUPPLY	646.15	430141	
SANITARY SUPPLY, INC.	211.38	430158	
ACE IMAGEWEAR	233.13	430161	
AT&T	649.72	430165	
AT&T GLOBAL SERVICES	3,053.00	430225	
CENTERPOINT ENERGY RESOURCES CORP	3,171.39	430235	
FIRETROL PROTECTION SYSTEMS, INC.	1,270.00	430256	
JEFFERSON COUNTY CREDIT CARDS	319.96	430270	
CAVENDER'S BOOT CITY	744.70	430323	
			19,495.56*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	25.68	430109	
NOACK LOCKSMITH	9.00	430146	
RITTER @ HOME	28.97	430156	
W. JEFFERSON COUNTY M.W.D.	45.10	430181	
			108.75*
SERVICE CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
SPIDLE & SPIDLE	2,775.45	430092	
THE MUFFLER SHOP	196.00	430144	
MUNRO'S	39.45	430145	
OFFICE DEPOT	67.53	430150	
PHILPOTT MOTORS, INC.	6.64	430153	
JEFFERSON CTY. TAX OFFICE	7.50	430197	
JEFFERSON CTY. TAX OFFICE	7.50	430198	
JEFFERSON CTY. TAX OFFICE	7.50	430199	
JEFFERSON CTY. TAX OFFICE	7.50	430200	
JEFFERSON CTY. TAX OFFICE	7.50	430201	
JEFFERSON CTY. TAX OFFICE	7.50	430202	
JEFFERSON CTY. TAX OFFICE	7.50	430203	
JEFFERSON CTY. TAX OFFICE	7.50	430204	
JEFFERSON CTY. TAX OFFICE	7.50	430205	
JEFFERSON CTY. TAX OFFICE	7.50	430206	
JEFFERSON CTY. TAX OFFICE	7.50	430207	
JEFFERSON CTY. TAX OFFICE	7.50	430208	
JEFFERSON CTY. TAX OFFICE	7.50	430209	
VOYAGER FLEET SYSTEM, INC.	13,053.52	430227	
MIGHTY OF SOUTHEAST TEXAS	61.77	430278	
			16,297.86*
VETERANS SERVICE			
CASH ADVANCE ACCOUNT	230.00	430136	
UNITED STATES POSTAL SERVICE	4.90	430212	
			234.90*
			409,266.09**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	482.53	430089	
EASTEX RUBBER & GASKET	176.50	430120	
JACK BROOKS REGIONAL AIRPORT	337.68	430135	
MUNRO'S	82.20	430145	
AERO PERFORMANCE	22.00	430306	
			1,100.91**
J.C. FAMILY TREATMENT			
PATRICIA VELASCO	1,330.00	430341	
			1,330.00**
LAW LIBRARY FUND			
OFFICE DEPOT	102.38	430150	
STATE BAR OF TEXAS	468.75	430166	
TEXAS LAWYER	359.88	430173	
LEXISNEXIS MATTHEW BENDER	1,076.69	430221	
O'CONNOR'S	116.00	430344	
			2,123.70**
EMPG GRANT			
SOUTHEAST TEXAS WATER	19.90	430164	
JEFFERSON COUNTY CREDIT CARDS	3,127.90	430270	
			3,147.80**
GRANT A STATE AID			
HERNANDEZ OFFICE SUPPLY, INC.	64.81	430132	
CASH ADVANCE ACCOUNT	622.00	430136	
			686.81**
COMMUNITY SUPERVISION FND			
TDCJ - CASHIER'S OFFICE	400.00	430106	
UNITED STATES POSTAL SERVICE	122.87	430212	
JCCSC	186.00	430272	
			708.87**
JEFF. CO. WOMEN'S CENTER			
SUPERIOR TIRE & SERVICE	18.95	430097	
ISI COMMERCIAL REFRIGERATION	155.00	430133	
KIM MCKINNEY, LPC, LMFT	525.00	430142	
OFFICE DEPOT	.69	430150	
SYSCO FOOD SERVICES, INC.	1,156.80	430167	
PETTY CASH - RESTITUTION I	41.43	430185	
BEN E KEITH FOODS	1,237.37	430229	
CENTERPOINT ENERGY RESOURCES CORP	404.94	430235	
			3,540.18**
LAW OFFICER TRAINING GRT			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	480.92	430150	
JEFFERSON COUNTY CREDIT CARDS	104.30	430270	
			585.22**
REGIONAL COMM. SAVNS			
SUNGARD PUBLIC SECTOR	2,550.00	430130	
			2,550.00**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.40	430212	
JEFFERSON COUNTY CREDIT CARDS	49.00	430270	
			49.40**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	142.14	430107	
CASH ADVANCE ACCOUNT	329.39	430136	
MUNRO'S	44.10	430145	
AT&T	178.62	430165	
TRI-CITY COFFEE SERVICE	73.15	430175	
			767.40**
CAPITAL PROJECTS FUND			
ALLIANCE MECHANICAL SERVICES	3,077.30	430231	
TIM RICHARDSON	10,500.00	430302	
			13,577.30**
AIRPORT FUND			
SPIDLE & SPIDLE	781.40	430092	
FED EX	19.35	430121	
OFFICE DEPOT	496.18	430150	
SANITARY SUPPLY, INC.	265.03	430158	
WORTH HYDROCHEM	120.00	430184	
E. SULLIVAN ADVERTISING & DESIGN	411.76	430196	
UNITED STATES POSTAL SERVICE	4.09	430212	
DISH NETWORK	98.01	430251	
ROBERT'S TEXACO XPRESS LUBE	35.00	430254	
UNIFIRST HOLDINGS INC	252.52	430261	
JEFFERSON COUNTY CREDIT CARDS	714.00	430270	
CRAWFORD ELECTRIC SUPPLY COMPANY	67.55	430289	
ADVANCE AUTO PARTS	91.50	430292	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	430300	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	305.08	430304	
EASTERN AVIATION FUELS INC	53,466.49	430316	
			61,468.18**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	33,627.00	430266	
			33,627.00**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	22,223.03	430239	
RELIANCE STANDARD LIFE INSURANCE	5,446.82	430242	
CHLIC-CHICAGO	61,599.82	430262	
			89,269.67**
SETEC FUND			
INDUSTRIAL TRANSPORTATION WASTE LLC	360.00	430351	
			360.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,367.43	430237	
			3,367.43**
BAIL BONDING FUND			
GARY T. LEACH	21,510.00	430140	
			21,510.00**
SHERIFF'S FORFEITURE FUND			
A-1 TINT & ACCESSORIES	1,274.95	430087	
			1,274.95**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,717.25	430057	

NAME	AMOUNT	CHECK NO.	TOTAL
CLEAT	288.00	430058	
JEFFERSON CTY. TREASURER	17,729.16	430059	
RON STADTMUELLER - CHAPTER 13	530.00	430060	
INTERNAL REVENUE SERVICE	475.00	430061	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,600.00	430062	
JEFFERSON CTY. COMMUNITY SUP.	9,408.07	430063	
JEFFERSON CTY. TREASURER - HEALTH	463,770.64	430064	
JEFFERSON CTY. TREASURER - PAYROLL	1,623,705.43	430065	
JEFFERSON CTY. TREASURER - PAYROLL	645,211.95	430066	
MONY/MLOA	126.84	430067	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,954.48	430068	
TGSLC	616.89	430069	
UNITED WAY OF BEAUMONT& N JEFFERSON	18.00	430070	
JEFFERSON CTY. TREASURER - TCDRS	605,808.22	430071	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,581.65	430072	
JEFFERSON COUNTY TREASURER	2,666.95	430073	
JEFFERSON COUNTY - TREASURER -	6,838.87	430074	
NECHES FEDERAL CREDIT UNION	53,772.27	430075	
JEFFERSON COUNTY - NATIONWIDE	53,025.13	430076	
TENNESSEE CHILD SUPPORT	115.38	430077	
SBA - U S DEPARTMENT OF TREASURY	168.49	430078	
CALIFORNIA STATE DISBURSEMENT UNIT	155.53	430079	
U S DEPARTMENT OF TREASURY	178.05	430080	
WILLIAM E HEITKAMP	755.01	430081	
JOHN TALTON	1,720.00	430082	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	430083	
BELINDA M ZURITA	230.77	430084	
UNITED STATES TREASURY	2,446.30	430085	
			3,512,664.18**
MARINE DIVISION			
W.W. GRAINGER, INC.	1,646.86	430125	
JACK BROOKS REGIONAL AIRPORT	197.34	430135	
VERIZON WIRELESS	531.86	430210	
MARK BRYANT SR	629.60	430257	
			3,005.66**
			4,189,854.04***

AGENDA ITEM **February 13, 2017**

Receive and file executed Demolition Waiver for the City of Port Arthur authorizing the demolition of property located at 4008 Donald Street, Port Arthur, Texas.

AGENDA ITEM **February 6, 2017**

Consider, possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Port Arthur authorizing the demolition of property located at 4008 Donald Street, Port Arthur, Texas.

DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
444 4th Street—P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County, am the owner of a Residence/Garage
(Owner's Name) (Description of Building (s))

at 4008 Donald Street, legally described as Lot 5 Block 10
(Street Address) (Legal Description)

Lewis Addition

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature (s): JEFF R. BRANICK

Mailing Address: 1149 Pearl Street, 4th Floor, Beaumont, TX 77701
BEAUMONT, TEXAS 77701

Telephone Number (s): (409) 835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 6th DAY OF February, 2017

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: February 7, 2019

LOMA C. GEORGE
Notary Public State of Texas
Commission Expires
FEBRUARY 7, 2019

4008 DONALD STREET

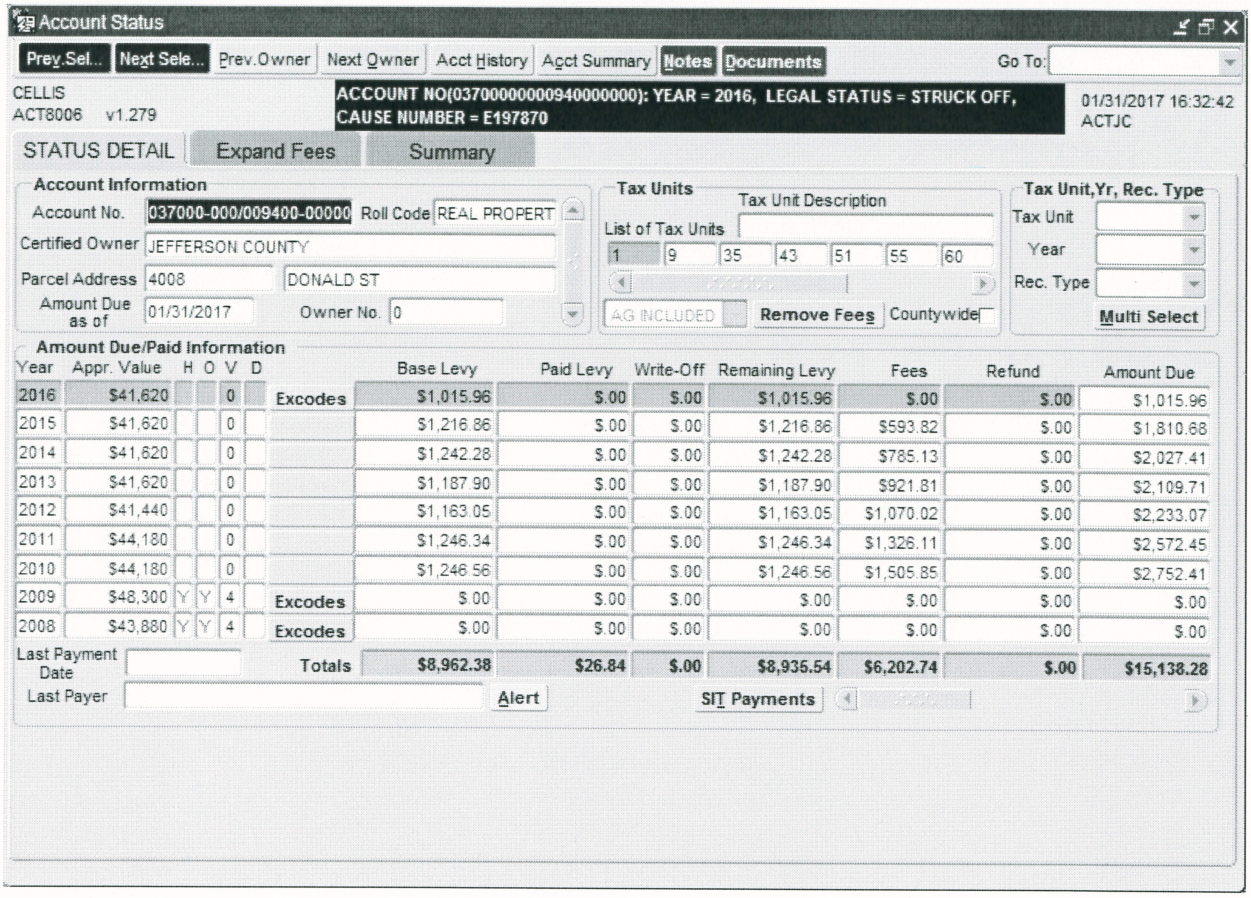


RED-TAGGED 9/14/15
(RKM)

4008 DONALD STREET



RED-TAGGED 9/14/15
(RKM)



Account Status

Prev.Sel... | Next Sele... | Prev.Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

CELLIS
ACT8006 v1.279

ACCOUNT NO(0370000000094000000): YEAR = 2016, LEGAL STATUS = STRUCK OFF, CAUSE NUMBER = E197870

01/31/2017 16:32:42
ACTJC

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 037000-000/009400-00000 Roll Code REAL PROPERT
Certified Owner JEFFERSON COUNTY
Parcel Address 4008 DONALD ST
Amount Due as of 01/31/2017 Owner No. 0

Tax Units

Tax Unit Description
List of Tax Units
1 9 35 43 51 55 60
AG INCLUDED | Remove Fees | Countywide

Tax Unit,Yr, Rec. Type

Tax Unit
Year
Rec. Type
Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2016	$41,620			0		Excodes	$1,015.96	$.00	$.00	$1,015.96	$.00	$.00	$1,015.96
2015	$41,620			0			$1,216.86	$.00	$.00	$1,216.86	$593.82	$.00	$1,810.68
2014	$41,620			0			$1,242.28	$.00	$.00	$1,242.28	$785.13	$.00	$2,027.41
2013	$41,620			0			$1,187.90	$.00	$.00	$1,187.90	$921.81	$.00	$2,109.71
2012	$41,440			0			$1,163.05	$.00	$.00	$1,163.05	$1,070.02	$.00	$2,233.07
2011	$44,180			0			$1,246.34	$.00	$.00	$1,246.34	$1,326.11	$.00	$2,572.45
2010	$44,180			0			$1,246.56	$.00	$.00	$1,246.56	$1,505.85	$.00	$2,752.41
2009	$48,300	Y	Y	4		Excodes	$.00	$.00	$.00	$.00	$.00	$.00	$.00
2008	$43,880	Y	Y	4		Excodes	$.00	$.00	$.00	$.00	$.00	$.00	$.00
						Totals	$8,962.38	$26.84	$.00	$8,935.54	$6,202.74	$.00	$15,138.28

Last Payment Date
Last Payer
Alert
SIT Payments

AGENDA ITEM **February 13, 2017**

Consider and possibly approve a Jefferson County/ Ford Park Use License Agreement between Jefferson County and Lamar Institute of Technology.

JEFFERSON COUNTY/ FORD PARK
USE LICENSE AGREEMENT

THIS **USE LICENSE AGREEMENT** (the "Agreement") is made this **23rd** day of **January, 2017**, by and between Jefferson County, TX ("LICENSOR") and **Lamar Institute of Technology,** whose current address is **P. O. Box 10043, Beaumont, TX 77710** ("LICENSEE").

NOTE: NO ALTERATIONS MAY BE MADE TO THIS AGREEMENT WITHOUT NOTICE TO AND APPROVAL BY LICENSOR.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and agreements herein contained the parties hereto, intending to be legally bound, hereby agree as follows:

1) GRANT OF LICENSE. Jefferson County hereby grants LICENSEE, upon the terms and conditions hereinafter expressed, a license:

   a) To use the area(s) of the Facility described here: **Pavilion Parking Lot (Blue Lot)**

   b) Solely for the purpose of the presentation of: **LIT Truck Driving School**

   c) Effective on the following dates and times, unless earlier terminated as set forth in the "Default, Termination and Other Remedies" Section of this license or otherwise herein,

Authorized Area	**Day, Date and Time of Use**	**Purpose**
Blue Parking Lot *If a prior event has use of this lot, LICENSOR has agreed to use alternate lot.	See Addendum A	Truck Driving School

The use of the Facility as described in 1) a), b) and c) above shall hereinafter be referred to as the "Event".

2) LICENSE FEE AND OTHER EXPENSES. In consideration of the grant of this license, LICENSEE shall pay to Jefferson County a License Fee and other prescribed amounts, and shall reimburse Jefferson County for certain expenses ("Reimbursable Services Expenses"), as described and prescribed in this section 2), as follows:

   a) (i) **License Fee.** LICENSEE shall pay to LICENSOR a fee of **Five Thousand Seven Hundred Seventy-Five and No/100 Dollars ($5,775.00) as rental fee for the Authorized Areas for the year:**

      - The License Fee **includes** use of the Pavilion Blue Parking Lot during regular business hours (7:00am – 3:30pm) and use of facility restrooms.

DM
BA

- The License Fee does **not include,** among other exclusions, the following: insurance, catering, uniformed officers, phone & internet connections, EMS crew, runners, staff, A/V or any rented furniture or equipment (if applicable).

b) **Reimbursable Services Expense.**

LICENSOR shall provide, as required for each Event, the following services and equipment, the expenditure for, and costs of, which are reimbursable by LICENSEE to LICENSOR ("Reimbursable Services Expense") unless specifically included in the License Fee as described in 2 (a) above. These Reimbursable Services Expenses include, but are not limited to, the following expenses, costs and charges: event services staff, electricians, ushers, supervisors, and any other LICENSOR employee necessary for the preparation and presentation of the Event; and services provided by LICENSOR, including police officer(s), fire marshal(s), EMT(s) (required for all events serving alcohol and/or sporting events), catering, food and beverage services, insurance coverage, security personnel, electricians. All equipment or services will be billed at prevailing rates and all staff will be billed at prevailing wage rate for positions held and tasks performed for the time period worked as furnished by LICENSOR at the request of LICENSEE or required by LICENSOR to properly prepare for and present the Event. Notwithstanding anything contained herein to the contrary, LICENSOR shall determine the level of staffing necessary for the Event in its sole discretion, after consultation with, and input from, LICENSEE. LICENSEE shall inform LICENSOR at least two weeks in advance of the Event, in writing, of its requirements for services and equipment in support of the Event. In the event LICENSEE fails to so inform LICENSOR, then the decisions of LICENSOR as to necessary services and support shall control.

c) It is understood and agreed that there will be food and beverage and/or alcoholic beverage sales during the Event, and that LICENSOR, or its designated concessionaire, shall retain exclusively any and all revenues from the sale thereof, and LICENSEE shall have no rights to or claims thereon.

Fee & contract due dates:

d) LICENSEE shall pay to LICENSOR Jefferson County the rental fee in the form of a cashier's check, wire transfer, cash, or other immediately negotiable form, which is due **at contract execution.** Upon receipt by, and a majority vote to approve by Jefferson County Commissioners' Court, a fully executed copy of this Agreement will then be forwarded to LICENSEE. Any other amounts due to hereunder for Reimbursable Services Expenses, or other amounts as specified herein, will be due upon Final Settlement.

Licensee Initials

e) If LICENSEE cancels said Event, the LICENSEE shall reimburse **LICENSOR** for its actual costs and expenses incurred in connection with scheduling personnel and services, and advertising and marketing expenses, if applicable, and LICENSOR shall retain the deposit as described above.

3. ADVERTISING

A) LICENSEE, having been so informed by LICENSOR, understands that LICENSOR has entered into and/or may hereafter (prior to the Event) enter into agreements with parties other than LICENSEE providing for, among other things, exclusive naming rights,

exclusive event sponsorship rights, exclusive category advertising rights, exclusive signage and display rights and/or exclusive product brand, pouring and/or service rights in and relating to the Facility and that LICENSOR may be required, pursuant to one or more of such other agreements, to give notice of all booked events in the Facility to the holders of such rights for the purpose of initiating consideration and communications, at the option of such holders, regarding sponsorship of such events, the Facility. Neither LICENSOR nor such sponsors have any rights relating specifically to the Event without the prior written approval and consent of LICENSEE. With such understanding, LICENSEE acknowledges and agrees (i) that LICENSEE and its officers, employees, agents, contractors and subcontractors, including but not limited to all persons producing, promoting, advertising, staging, directing, performing, presenting, conducting and/or otherwise participating in the Event, shall, subject to performing artist approval, cooperate fully with LICENSOR in its adherence to and performance of such other agreements to the extent that adherence does not compromise or unreasonably interfere with the performance or production of the Event or conflict with any tour sponsorship requirements of the performing artists and comply with all requirements imposed by LICENSOR arising from or relating to such other agreements in connection with LICENSEE's use of the Facility, including but not limited to due observance of all Facility branding and naming rights and proper use of the Facility name and logos and the LICENSOR name and logo in all advertising and other communications concerning or relating to the Event; (ii) that LICENSEE shall not for any reason or purpose cover or otherwise alter or interfere with any displays, advertising, graphics, signage and/or other electronic or printed media in or about the Facility without the prior written approval of LICENSOR; and (iii) that all rights to place advertising on ticket backs, ticket stubs and all other parts of LICENSEE's tickets are reserved in favor of LICENSOR. All communications and media pertaining to the Event shall be submitted to the Facility Marketing Department for approval prior to production, printing, or distribution.

Use of Ford Park logo agreed upon:

Licensee Initials

f) B) NAMING RIGHTS; REFERENCE TO NAME OF FACILITY. When referring to the Facility during the term of this Agreement, **LICENSEE shall use the name and logo "Ford Park" or "Ford Arena"** (or such replacement name, as designated by the Facility Marketing Department) and no other name and shall use reasonable efforts to require third parties that it contracts with in connection with the Facility to do the same. **The use and designation of the Facility's name and logo shall include, but not be limited to, printed materials, advertising, admission tickets and public relations or promotional press releases.** Inadvertent failures to use the name as set forth herein shall not be deemed a breach of this Agreement. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge that Southeast Texas Ford Dealers is a third party beneficiary of only this Section of this Agreement and that Southeast Texas Ford Dealers shall have all of the rights of a third party beneficiary allowed by applicable law.

4) TAXES. LICENSOR shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to the Event or otherwise, or any revenue received by or payments made to LICENSEE in respect of the Event, except as provided by law or as otherwise specified herein. LICENSEE shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens,

levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by LICENSEE.

5) INSURANCE.

a) LICENSEE shall, at its own expense, secure and deliver to LICENSOR not less than thirty (30) days prior to the Event and shall keep in force at all times during the duration of this Agreement:

i) A comprehensive general liability insurance policy in a form acceptable to LICENSOR, including public liability and property damage, covering its activities hereunder, in an amount not less than one million dollars ($1,000,000) for bodily injury and one million dollars ($1,000,000) for property damage, including blanket contractual liability and independent contractors. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, open floor, performers, volunteers, animals, off-premise activities and fireworks or other pyrotechnical devices;

ii) Comprehensive automotive bodily injury and property damage insurance in a form acceptable to LICENSOR for business use covering all vehicles operated by LICENSEE, its officers, agents and employees in connection with its activities hereunder, whether owned by LICENSEE, LICENSOR or otherwise, with a combined single limit of not less than one million dollars ($1,000,000) (including an extension of hired and non-owned coverage); and

Insurance agreed upon:

Licensee Initials

iii) Applicable workers compensation insurance for LICENSEE's employees, as required by applicable law.

b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

i) **Jefferson County, TX shall be listed as additional insured hereunder.** Not less than thirty (30) days prior to the Event, LICENSEE shall deliver to LICENSOR certificates of insurance evidencing the existence thereof, in such a form as LICENSOR may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, **"This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to the County Judge's office at 1149 Pearl Street, 4th Floor, Beaumont, TX 77701.** If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of the Event, LICENSEE shall deliver to LICENSOR at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

ii) The coverage provided under such policies shall be occurrence based, and not claims made.

iii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

iv) LICENSEE hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of LICENSEE under this Agreement, including, without limitation, LICENSEE's indemnification obligations under the "Indemnification" Section below.

c) The terms of all insurance policies referred to in this Section shall preclude subrogation claims against LICENSOR and Owner and their respective officers, employees and agents.

6) RESERVATION OF RIGHTS.

LICENSOR reserves all rights not specifically granted to LICENSEE under the terms hereof, including but not limited to the sole right to sell or give away food and beverage items and souvenir merchandise, to conduct check rooms, to take photographs and other privileges. LICENSEE shall not engage in, permit to occur or undertake the sale or distribution (either purchased or complimentary) of any of the aforesaid or similar articles or privileges, without the prior written consent of the LICENSOR. LICENSOR is responsible for providing all personnel and/or subcontracted personnel (at LICENSOR's sole discretion) to operate all food and beverage concessions (including the preparation, selling or distribution of any kind), and merchandise sales, and to retain all proceeds from same. LICENSOR will have the sole right to determine whether alcoholic beverages (beer, wine and assorted mixed drinks) will be sold during the Event. LICENSEE shall not cause or permit beer, wine or liquors of any kind to be sold, given away, or brought into the Facility or used upon the Facility except upon prior written permission of LICENSOR.

7) USE OF THE FACILITY.

a) In the event LICENSEE desires to use the Authorized Areas specified in Section 1), or any other portion of the Facility, at any time other than during the dates and times specified in 1) above, LICENSEE shall request from LICENSOR prior written permission to use such areas. In the event such permission is granted, LICENSEE shall pay as additional rent an amount equal to the sum of LICENSOR's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by LICENSOR to represent fair value for use of such additional areas of the Facility during such date(s) and time(s).

b) In rendering the Facility to LICENSEE, LICENSOR does not relinquish the right to control the management thereof, and to enforce all the necessary and proper rules for the management and operation of the same; and that LICENSOR, their agents, their employees and the General Manager of said Facility may enter the same, and all of the Authorized Areas, at any time and on any occasion. LICENSOR reserves the right, but not the responsibility, through its General Manager and its representatives to eject any objectionable person(s) from said Facility, and upon the exercise of this authority through

the General Manager, agents or police, the LICENSEE hereby waives any right and all claims for damages against LICENSOR. Unless otherwise specified in writing, LICENSOR shall be privileged to schedule other similar events both before and after date(s) of the Event specified in this Agreement without notice to LICENSEE.

c) LICENSEE shall not use the Facility or permit the Facility to be used by any of its officers, agents, employees, guests or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on or near the Facility. If LICENSOR, in consultation with local law enforcement, believes, in its sole discretion, that such acts are reasonably likely to occur, or that the event could pose imminent safety risks to artists, patrons, or venue staff, LICENSOR (through its general manager) may in its sole discretion take any legal means to necessary prevent such occurrences, including immediate termination of this Agreement. LICENSEE agrees to indemnify and hold harmless LICENSOR from any claims relating to actions or omissions by LICENSOR in conformity with this Section 10(c).

8) CONDITION OF FACILITY.

a) LICENSEE acknowledges that LICENSEE has inspected the Facility and that LICENSEE is satisfied with and has accepted the Facility in its present condition.

b) LICENSOR shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that said LICENSEE shall not injure nor mar, nor in any manner deface, said premises and shall not cause nor permit anything to be done whereby said premises shall be in any manner injured or marred or defaced nor shall LICENSEE drive nor permit to be driven, any nails, hooks, tacks or screws in any part of said Facility nor shall LICENSEE make or allow to be made any alteration of any kind therein. That if said premises, or any portion of said Facility or grounds, during the term of this Agreement shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE's agents, employees, contractors, subcontractors, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR upon demand, such sum as shall be necessary to restore said premises to their original condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Facility, or to any portion of said Facility and grounds by consent of LICENSEE or by or with the consent of LICENSEE's employees or any person acting for or on behalf of said LICENSEE and said LICENSEE agrees to have on hand at all times sufficient security (including but not limited to Facility event staff and door guards, contracted security and/or Jefferson County Sheriff Department officers) to maintain order and protect persons and property. If LICENSOR deems necessary a refundable damage deposit will withheld during settlement and will be refunded upon a walk through of the Facility if LICENSOR deems no damage has been incurred.

c) LICENSEE shall not make any alterations or improvements to the Facility without the prior written consent of LICENSOR. Any alterations or improvements of whatever nature made or placed by LICENSEE to or on the Facility, except movable trade fixtures, shall, at the option of LICENSOR:

i) Be removed by LICENSEE, at LICENSEE's expense, immediately upon the conclusion of the Event; or become the property of Owner.

ii) The LICENSEE shall reimburse LICENSOR for any cost LICENSOR incurs in the removal or storage of alterations or improvements not promptly removed by LICENSEE.

9) RESPONSIBILITY FOR PROPERTY IN THE FACILITY.

a) LICENSOR assumes no responsibility whatsoever for any property placed in Facility, and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of Facility or any part thereof under this Agreement and all watchmen or other protective service desired by LICENSEE must be arranged for by special agreement with LICENSOR. LICENSOR shall have the sole right to collect and have the custody of articles left in the Facility by persons attending any performance, exhibition or entertainment given or held in the demised premises and the LICENSEE or any person in LICENSEE's employ shall not collect nor interfere with the collection or custody of such articles.

b) In the event that the Authorized Areas of the Facility are not vacated by LICENSEE on the date named at the end of the duration for which said portions of Facility are to be used by LICENSEE in accordance with this Agreement, LICENSOR shall be and is hereby authorized to move from Facility at the expense of the LICENSEE, goods, wares, merchandise and property of any and all kinds and description, which may be then occupying the portion of Facility on which the duration of this Agreement has expired, and LICENSOR shall not be liable for any damages or loss to goods, wares, merchandise or other property which may be sustained, either by reason of such removal or by the place to which it may be removed to and LICENSOR is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this Agreement any effects of LICENSEE remain in the Facility, LICENSOR shall be entitled to charge the sum per day as provided in this Agreement as the payment to be made for time for load in and load out. Vendors are not allowed to load out any materials using land or pushcarts before the event has ended and the general public has cleared the arena floor.

10) INDEMNIFICATION.

a) LICENSEE shall indemnify, defend, and hold harmless LICENSOR, Owner, and their respective officers, agents and employees from and against any and all losses, arising from:

i) LICENSEE's failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, the "Laws") applicable to LICENSEE's performance of this Agreement.

ii) Any unlawful acts on the part of LICENSEE, its officers, agents, employees, contractors or subcontractors.

iii) Personal or bodily injury to or death of persons or damage to the property of LICENSOR or Owner or loss of income to LICENSOR or Owner to the extent caused or alleged to be caused by the negligent acts, errors and/or omissions or the willful misconduct of LICENSEE, its officers, agents, employees, contractors or subcontractors; or LICENSEE, or invitees; provided, however, that LICENSEE's obligations under this Section 13(a) shall not extend to losses solely arising from the willful misconduct (or gross negligence) of LICENSOR.

iv) The material breach or default by LICENSEE, its officers, agents, employees, contractors or subcontractors of any provisions of this Agreement.

b) LICENSOR shall indemnify, defend and hold harmless LICENSEE, its officers, agents and employees from and against any and all losses arising from:

i) Personal or bodily injury to or death of persons or damage to the property of LICENSEE to the extent caused by the negligent acts errors and/or omissions or willful misconduct of LICENSOR, its officers or employees; or

ii) The material breach or default by LICENSOR, its officers or employees of any provisions of this Agreement; provided, however, that the foregoing indemnification shall not extend to losses to the extent such losses:

(1) Arise from any default or breach by LICENSEE of its obligations under this Agreement, including, without limitation, subparagraph (a), of this Section; or

(2) Are caused by or arise out of the services provided by contractors and other agents retained by Owner in connection with the management of the Facility; or

(3) Are caused by or arise out of the services provided by independent contractors used by LICENSOR in connection with the management of the Facility.

c) The provisions set forth in subparagraphs (a) and (b) of this Section shall survive termination of this Agreement.

11) DEFAULT, TERMINATION AND OTHER REMEDIES.

a) Default.

i) LICENSEE shall be in default under this Agreement if any of the following occur:

(1) LICENSEE fails to pay any amount when due hereunder (including, without limitation, the License Fee, the required deposits, or the Reimbursable Services Expense) when the same are required to be paid hereunder; or

(2) LICENSEE, its officers, employees or agents fails to perform or fulfill any other term, covenant or condition contained in this Agreement and LICENSEE fails to commence a cure thereof within two (2) business days after LICENSEE has been served with written notice of same; or

(3) LICENSEE makes a general assignment for the benefit of creditors.

ii) LICENSOR shall be in default under this Agreement if LICENSOR fails to perform or fulfill any term; covenant or condition contained in this Agreement and LICENSOR fails to commence a cure thereof within two (2) business days after LICENSOR has been served with written notice of such default.

iii) Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) in "Indemnification" Section above, if the breach by LICENSEE, its officers, employees or agents of such other term, covenant or condition is such that it threatens the health, welfare or safety of any person or property, then LICENSOR may, in its discretion, require that such breach be cured in less than two (2) business days or immediately.

b) Termination. Upon a default pursuant to subparagraph (a) above, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate this Agreement and the obligations of the parties with respect thereto.

c) Injunctive Relief. In addition to any other remedy available at law, equity or otherwise, LICENSOR shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by LICENSEE upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

d) Unique Qualities. The parties agree and acknowledge that the Event is a unique entity and, therefore, the rights and benefits that will accrue to LICENSOR by reason of this Agreement are unique and that LICENSOR cannot be adequately compensated in money damages for LICENSEE's failure to comply with the material obligations of LICENSEE under this Agreement and that therefore LICENSOR shall have the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that LICENSEE fails to fulfill its obligation to hold the Event at the Facility.

e) Late Charges. If LICENSEE fails to pay any amounts when due under this Agreement, LICENSOR may choose any or all of the following options, at it's sole option, without the restriction or limitation to pursue other remedies:

i) Cancel this LICENSEE Agreement,

ii) Require LICENSEE to pay, in full, the entire outstanding balance due on all fees, projected expenses, etc., immediately.

iii) Require LICENSEE pay to LICENSOR a late charge of one and a half percent (1.5%) per month on the unpaid balance.

12) REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other party, and agrees as follows:

a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery and performance of this Agreement; and

c) No litigation or pending or threatened claims or litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

13) COVENANTS. LICENSEE hereby covenants and agrees as follows:

a) LICENSEE shall not occupy or use the Facility except as provided in this Agreement.

b) LICENSEE shall comply with all legal requirements that arise in respect to the Facility and the use and occupation thereof.

i) The following items are prohibited within any areas of the Facility without written permission by LICENSOR:

(1) Propane and propane powered vehicles, equipment and displays.

(2) Possession, application or distribution of any self-adhesive stickers, promotional items, posters or similar items on the ingress or egress of the Event or inside the Facility.

(3) Any self-adhesive material including tape, stickers, etc. in general and specifically not used to display banners and/or posters of any kind for events, radio station promotions, etc.

(4) Guns, knives, electronic shock devices or other weapons that could be used to harm another individual or property.

(5) Food or food products, either for sale or sample distribution (free samples).

(6) Helium or other lighter than air filled balloons.

(7) Open flame candles or other fixtures with an open flame.

(8) Recording devices (video, audio or photographic) for the intent to distribute or to re-sell.

(9) Laser pens or other laser light-type pointing devices.

c) LICENSEE shall not advertise, paint, post or exhibit, nor allow to be advertised, painted, posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside or outside or on any part of the Facility except upon written permission of LICENSOR and for such time and in such location as designated by LICENSOR Management. Which permission/consent/approval shall not be unreasonably withheld or delayed. LICENSEE shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by LICENSOR.

d) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works.

e) LICENSEE shall not operate or use any equipment or materials belonging to LICENSOR without the prior written approval of LICENSOR.

f) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

g) No collections, whether for charity or otherwise, shall be made, attempted or announced at the Facility, without first having made a written request and received the prior written consent of LICENSOR.

h) Utilities.

i) Electric.

(1) Representative of LICENSOR or the approved LICENSOR electrical contractor must make all electrical connections other than one hundred ten (110) volt wall connections. Multiple plugs per standard one hundred ten (110) volt outlet such as twin sockets, cube taps, and etc. will not be permitted. All electrical equipment shall be properly wired and meet Fire Underwriters Laboratory specifications.

ii) Water.

(1) LICENSOR agrees to furnish water by means of the appliance installed for ordinary toilet or janitor purposes, but for no other purpose, unless otherwise specifically provided for in this contract. Water closets and water apparatus will not be used for any purpose other than for which they are constructed and no sweepings, rubbish, paper or other substances shall be thrown therein. LICENSEE shall pay any damage resulting to them on account of misuse of any nature or character whatever.

iii) Lighting. Normal lighting provided by fixed Facility fixtures will be maintained throughout the Event at no additional cost to LICENSEE. Work-level lighting will be provided during load-in and load-out and additional lighting provided at other times as determined to be necessary by LICENSOR.

14) CIVIL RIGHTS ACT. During the performance of this Agreement, LICENSEE shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights and Human Rights and opportunities.

15) AMERICANS WITH DISABILITIES ACT. LICENSOR shall be responsible for ensuring that, within reason based on current structural limitations or equipment and Facility limitations, access into the Facility complies with the Americans With Disabilities Act, as amended ("ADA"). LICENSOR shall also be responsible for ensuring, to the extent reasonably possible, that the common areas inside the Facility (i.e. elevator access, ramp access, restrooms) are accessible to, and usable by, individuals with disabilities to an extent possible within any current limitations of the Facility. With respect to any Event at the Facility, LICENSEE recognizes that it is subject to the provisions of Title III of the ADA. LICENSEE represents that it has viewed or otherwise appraised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas and other conditions of the Facility as adequate for LICENSEE's responsibilities under the ADA. LICENSEE shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as LICENSEE modifies, rearranges or sets up in the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for any violations of the ADA that arise from LICENSEE's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that

the policies, practices and procedures it applies in connection with an Event are in compliance with the ADA.

16) CONSTRUCTION OF THIS AGREEMENT.

a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the Laws of the United States of America and State of Texas, and all of the ordinances of the City of Beaumont, Texas and the rules and regulations of LICENSOR for the government and management of said Facility, together with all rules and regulations of the Police and Fire Departments of the City of Beaumont, and if the attention of said LICENSEE is called to such violation on the part of the LICENSEE, said LICENSEE will immediately desist from and correct said violation.

b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations of LICENSOR and LICENSEE with respect to the Facility. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

e) Time. Time is of the essence hereof, and every term, covenant and condition shall be deemed to be of the essence hereof.

f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of LICENSOR, and to such successors and assigns of LICENSEE as are permitted to succeed to the LICENSEE's right upon and subject to the terms hereof.

g) Independent Contractor; No Partnership. LICENSOR and LICENSEE shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, LICENSOR or LICENSEE a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

17) MISCELLANEOUS.

a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by LICENSEE without the prior written consent of LICENSOR. LICENSOR shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, LICENSOR shall have no further liability to LICENSEE hereunder for the performance of any obligations or duties arising after the date of such assignment.

c) Notices. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either:

i) When delivered personally to the party for whom intended.

ii) Upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery; or

iii) On delivery by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to LICENSOR, to:
LICENSOR/Ford Park
1149 Pearl Street, 4th Floor
Beaumont, TX 77701
Attention: County Judge

If to LICENSEE, to:
Lamar Institute of Technology
P. O. Box 10043
Beaumont, TX 77710
Attn: Marlon Hartman
office: 409.839.2942 cell:409.658.2461 mthartman@lit.edu

18) NON-EXCLUSIVE USE. LICENSOR shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

19) FORCE MAJEURE. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of LICENSOR, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, strikes, failure of public utilities or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, LICENSOR is hereby released by LICENSEE from any damage so caused thereby.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement along with attached Reimbursable Services Expense Estimate, which is hereby made an integral part of this Agreement.

Jefferson County, Texas,
owner of Ford Park

Signature: _____

Printed Name: Jeff Branick

Title: County Judge

Date: _____

("LICENSOR"/Jefferson County, Texas)

Lamar Institute of Technology

Signature: Lonnie Howard

Printed Name: Dr. Lonnie Howard

Title: President

Date: 30 Jan 17

("LICENSEE"/Lamar Institute of Technology)

DH
BA

ADDENDUM A

2017 LIT SCHEDULE

January 3, 2017 through January 13. 2017

February 20, 2017* through March 3, 2017

April 17, 2017 through April 28, 2017

June 5, 2017 through June 16, 2017

July 24, 2017 through August 4, 2017

September 11, 2017 through September 22, 2017

October 30, 2017 through November 10, 2017

*February 20 only – LIT will move to either the Red Lot or Ford Fields Lot due to a prior scheduled parking lot event.

AGENDA ITEM **February 13, 2017**

Receive and file executed Demolition Waiver for the City of Port Arthur authorizing the demolition of property located at 3700 Doctors Drive, Port Arthur, Texas.

AGENDA ITEM **February 6, 2017**

Consider, possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Port Arthur authorizing the demolition of property located at 3700 Doctors Drive, Port Arthur, Texas.

Demolition Waiver

City of Port Arthur
Community Development Department – Demolition Division
444 4th Street – P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, **Jefferson County Tax Office** (Owner's Name), am the owner of a **Commercial** (Description of Building(s)) at **3700 Doctors Drive** (Street Address), legally described as **TR 25 LT 8 BLK 6 RANGE J PALCO ADD.** (Legal Description).

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): JEFF R. Branick

Mailing Address: 1149 Pearl St. 4th Floor Beaumont, Texas 77701

Telephone Number(s): (409) 835-8466

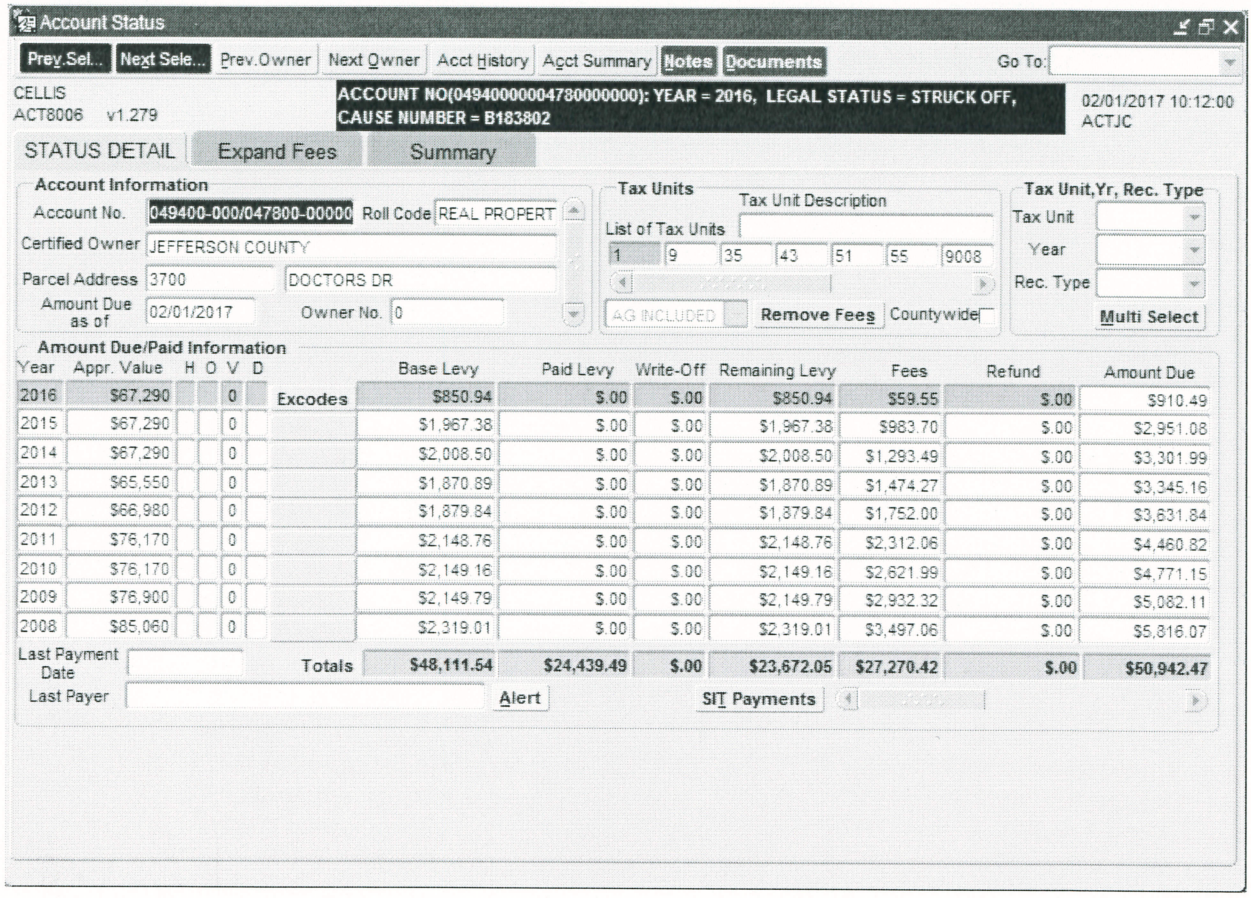
SUBSCRIBED AND SWORN BEFORE ME THIS 6th DAY OF February, 2017.

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: February 7, 2019

APPROVED BY CITY STAFF:

NOTARY PUBLIC STATE OF TEXAS
LOMA C. GEORGE
Notary Public State of Texas
Commission Expires
FEBRUARY 7, 2019



Account Status

Prev.Sel... | Next Sele... | Prev.Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

CELLIS
ACT8006 v1.279

ACCOUNT NO(04940000004780000000): YEAR = 2016, LEGAL STATUS = STRUCK OFF, CAUSE NUMBER = B183802

02/01/2017 10:12:00
ACTJC

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 049400-000/047800-00000 Roll Code REAL PROPERT
Certified Owner JEFFERSON COUNTY
Parcel Address 3700 DOCTORS DR
Amount Due as of 02/01/2017 Owner No. 0

Tax Units

Tax Unit Description
List of Tax Units
1 | 9 | 35 | 43 | 51 | 55 | 9008
AG INCLUDED | Remove Fees | Countywide

Tax Unit,Yr, Rec. Type

Tax Unit
Year
Rec. Type
Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2016	$67,290			0		Excodes	$850.94	$.00	$.00	$850.94	$59.55	$.00	$910.49
2015	$67,290			0			$1,967.38	$.00	$.00	$1,967.38	$983.70	$.00	$2,951.08
2014	$67,290			0			$2,008.50	$.00	$.00	$2,008.50	$1,293.49	$.00	$3,301.99
2013	$65,550			0			$1,870.89	$.00	$.00	$1,870.89	$1,474.27	$.00	$3,345.16
2012	$66,980			0			$1,879.84	$.00	$.00	$1,879.84	$1,752.00	$.00	$3,631.84
2011	$76,170			0			$2,148.76	$.00	$.00	$2,148.76	$2,312.06	$.00	$4,460.82
2010	$76,170			0			$2,149.16	$.00	$.00	$2,149.16	$2,621.99	$.00	$4,771.15
2009	$76,900			0			$2,149.79	$.00	$.00	$2,149.79	$2,932.32	$.00	$5,082.11
2008	$85,060			0			$2,319.01	$.00	$.00	$2,319.01	$3,497.06	$.00	$5,816.07
						Totals	$48,111.54	$24,439.49	$.00	$23,672.05	$27,270.42	$.00	$50,942.47

Last Payment Date
Last Payer
Alert
SIT Payments

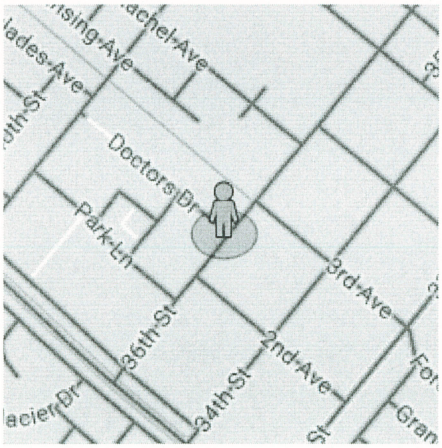
Google Maps 3700 ~~3701~~ Doctors Dr



Image capture: Jan 2013 © 2017 Google

Port Arthur, Texas

Street View - Jan 2013



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 13TH day of February, 2017, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds it in the best interest of the citizens of Jefferson County that the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center be operated for the Fiscal Year 2017– 2019; and,

WHEREAS, Jefferson County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Victims of Crime Act grant application; and,

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

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

NOW THEREFORE, be it resolved that the Commissioners' Court of Jefferson County, Texas, does hereby approve submission of the grant application for the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center to the Office of the Governor, Criminal Justice Division.

Grant Application Confirmation Number: 2103208

SIGNED this 13TH day of February, 2017.

JUDGE JEFF 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

AGENDA ITEM **February 13, 2017**

Receive and file executed Jefferson County/ Ford Park Use License Agreement to allow the use of ½ of the Exhibit Hall by the Nederland Independent School District for April 21, 2017 through April 24, 2017.

AGENDA ITEM **February 6, 2017**

Consider and possibly approve a Jefferson County/Ford Park Use License Agreement to allow the use of ½ of the Exhibit Hall by the Nederland Independent School District for April 21, 2017 through April 24, 2017.

JEFFERSON COUNTY/ FORD PARK
USE LICENSE AGREEMENT

THIS **USE LICENSE AGREEMENT** (the "Agreement") is made this 9th day of **January, 2017**, by and between Jefferson County, TX ("LICENSOR") and **Nederland ISD**, whose current address is **220 North 17th Street, Nederland, TX 77627** ("LICENSEE").

NOTE: NO ALTERATIONS MAY BE MADE TO THIS AGREEMENT WITHOUT NOTICE TO AND APPROVAL BY LICENSOR.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and agreements herein contained the parties hereto, intending to be legally bound, hereby agree as follows:

1) GRANT OF LICENSE. Jefferson County hereby grants LICENSEE, upon the terms and conditions hereinafter expressed, a license:
   a) To use the area(s) of the Facility described here: **½ Exhibit Hall (20,000 sq. ft.)**
   b) Solely for the purpose of the presentation of: **NHS Prom 2017**
   c) Effective on the following dates and times, unless earlier terminated as set forth in the "Default, Termination and Other Remedies" Section of this license or otherwise herein,

Authorized Area	Day, Date and Time of Use	Purpose
½ Exhibit Hall	Friday, April 21, 2017 8am – 5pm	Move-in
	Saturday, April 22, 2017 6am-10am	Move-in
	6pm - midnight	Event
	Monday, April 24, 2017 8am-5pm	Move-out

The use of the Facility as described in 1) a), b) and c) above shall hereinafter be referred to as the "Event".

2) LICENSE FEE AND OTHER EXPENSES. In consideration of the grant of this license, LICENSEE shall pay to Jefferson County a License Fee and other prescribed amounts, and shall reimburse Jefferson County for certain expenses ("Reimbursable Services Expenses"), as described and prescribed in this section 2), as follows:
   a) (i) **License Fee**. LICENSEE shall pay to LICENSOR a fee of **Two Thousand Nine Hundred Fifty and No/100 Dollars ($2,950.00)** for use of the authorized area:

- The License Fee **includes** the following items: Move-in/out and event day rental fee, 500 facility-owned chairs and 50 tables, as needed; stage/riser; podium, if needed; operations and housekeeping labor; and half-house curtain.
- The License Fee **does not include**, among other exclusions, the following: insurance, catering, phone or internet connections, production/DJ equipment, sound, lighting, any rented furniture or equipment or anything not specifically mentioned above.

b) **Reimbursable Services Expense**.

LICENSOR shall provide, as required for each Event, the following services and equipment, the expenditure for, and costs of, which are reimbursable by LICENSEE to LICENSOR ("Reimbursable Services Expense") unless specifically included in the License Fee as described in 2 (a) above. These Reimbursable Services Expenses include, but are not limited to, the following expenses, costs and charges: event services staff, electricians, ushers, supervisors, and any other LICENSOR employee necessary for the preparation and presentation of the Event; and services provided by LICENSOR, including police officer(s), fire marshal(s), EMT(s) (required for all events serving alcohol and/or sporting events), catering, food and beverage services, insurance coverage, security personnel, electricians. All equipment or services will be billed at prevailing rates and all staff will be billed at prevailing wage rate for positions held and tasks performed for the time period worked as furnished by LICENSOR at the request of LICENSEE or required by LICENSOR to properly prepare for and present the Event. Notwithstanding anything contained herein to the contrary, LICENSOR shall determine the level of staffing necessary for the Event in its sole discretion, after consultation with, and input from, LICENSEE. LICENSEE shall inform LICENSOR at least two weeks in advance of the Event, in writing, of its requirements for services and equipment in support of the Event. In the event LICENSEE fails to so inform LICENSOR, then the decisions of LICENSOR as to necessary services and support shall control.

c) LICENSEE shall pay to LICENSOR Jefferson County a ***non-refundable deposit*** in the amount of **Five Hundred and No/100 Dollars ($500.00)** in the form of a cashier's check, wire transfer, cash, or other immediately negotiable form, which is due **upon contract execution to hold the date**. Upon receipt by, and a majority vote to approve by Jefferson County Commissioners' Court, a fully executed copy of this Agreement will then be forwarded to LICENSEE. **The rental balance of Twenty-Four Hundred and Fifty Dollars ($2,450.00) will be due by March 27, 2017.** Any other amounts due to hereunder for Reimbursable Services Expenses, or other amounts as specified herein, will be due upon Final Settlement.

d) If LICENSEE cancels said Event, the LICENSEE shall reimburse LICENSOR for its actual costs and expenses incurred in connection with scheduling personnel and services, and advertising and marketing expenses, if applicable, and LICENSOR shall retain the deposit as described above.

3. ADVERTISING

A) LICENSEE, having been so informed by LICENSOR, understands that LICENSOR has entered into and/or may hereafter (prior to the Event) enter into agreements with parties other than LICENSEE providing for, among other things, exclusive naming rights, exclusive event sponsorship rights, exclusive category advertising rights, exclusive signage and display rights and/or exclusive product brand, pouring and/or service rights in and relating to the Facility and that LICENSOR may be required, pursuant to one or more of such other agreements, to give notice of all booked events in the Facility to the holders of such rights for the purpose of initiating consideration and communications, at the option of such holders, regarding sponsorship of such events, the Facility. Neither LICENSOR nor such sponsors have any rights relating specifically to the Event without the prior written approval and consent of LICENSEE. With such understanding, LICENSEE acknowledges and agrees (i) that LICENSEE and its officers, employees, agents, contractors and subcontractors, including but not limited to all persons producing, promoting, advertising, staging, directing, performing, presenting, conducting and/or otherwise participating in the Event, shall, subject to performing artist approval, cooperate fully with LICENSOR in its adherence to and performance of such other agreements to the extent that adherence does not compromise or unreasonably interfere with the performance or production of the Event or conflict with any tour sponsorship requirements of the performing artists and comply with all requirements imposed by LICENSOR arising from or relating to such other agreements in connection with LICENSEE's use of the Facility, including but not limited to due observance of all Facility branding and naming rights and proper use of the Facility name and logos and the LICENSOR name and logo in all advertising and other communications concerning or relating to the Event; (ii) that LICENSEE shall not for any reason or purpose cover or otherwise alter or interfere with any displays, advertising, graphics, signage and/or other electronic or printed media in or about the Facility without the prior written approval of LICENSOR; and (iii) that all rights to place advertising on ticket backs, ticket stubs and all other parts of LICENSEE's tickets are reserved in favor of LICENSOR. All communications and media pertaining to the Event shall be submitted to the Facility Marketing Department for approval prior to production, printing, or distribution.

e) B) NAMING RIGHTS; REFERENCE TO NAME OF FACILITY. When referring to the Facility during the term of this Agreement, **LICENSEE shall use the name and logo "Ford Park" or "Ford Arena"** (or such replacement name, as designated by the Facility Marketing Department) and no other name and shall use reasonable efforts to require third parties that it contracts with in connection with the Facility to do the same. **The use and designation of the Facility's name and logo shall include, but not be limited to, printed materials, advertising, admission tickets and public relations or promotional press releases.** Inadvertent failures to use the name as set forth herein shall not be deemed a breach of this Agreement. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge that Southeast Texas Ford Dealers is a third party beneficiary of only this Section of this Agreement and that Southeast Texas Ford Dealers shall have all of the rights of a third party beneficiary allowed by applicable law.

4) TAXES. LICENSEE certifies that it is a tax exempt entity.

5) INSURANCE.

a) LICENSEE shall, at its own expense, secure and deliver to LICENSOR not less than thirty (30) days prior to the Event and shall keep in force at all times during the duration of this Agreement:

i) A comprehensive general liability insurance policy in a form acceptable to LICENSOR, including public liability and property damage, covering its activities hereunder, in an amount not less than one million dollars ($1,000,000) for bodily injury and one million dollars ($1,000,000) for property damage, including blanket contractual liability and independent contractors. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, open floor, performers, volunteers, animals, off-premise activities and fireworks or other pyrotechnical devices;

b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

i) **Jefferson County, TX shall be listed as additional insured here under.** Not less than thirty (30) days prior to the Event, LICENSEE shall deliver to LICENSOR certificates of insurance evidencing the existence thereof, in such a form as LICENSOR may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "**This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to the County Judge's office at 1149 Pearl Street, 4th Floor, Beaumont, TX 77701.** If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of the Event, LICENSEE shall deliver to LICENSOR at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

ii) The coverage provided under such policies shall be occurrence based, and not claims made.

iii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

iv) LICENSEE hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of LICENSEE under this Agreement, including, without limitation, LICENSEE's indemnification obligations under the "Indemnification" Section below.

c) The terms of all insurance policies referred to in this Section shall preclude subrogation claims against LICENSOR and Owner and their respective officers, employees and agents.

6) RESERVATION OF RIGHTS.

LICENSOR reserves all rights not specifically granted to LICENSEE under the terms hereof, including but not limited to the sole right to sell or give away food and beverage items and souvenir merchandise, to conduct check rooms, to take photographs and other privileges. LICENSEE shall not engage in, permit to occur or undertake the sale or distribution (either purchased or complimentary) of any of the aforesaid or similar articles or privileges, without the prior written consent of the LICENSOR. LICENSOR is responsible for providing all personnel and/or subcontracted personnel (at LICENSOR's sole discretion) to operate all food and beverage concessions (including the preparation, selling or distribution of any kind), and merchandise sales, and to retain all proceeds from same. LICENSOR will have the sole right to determine whether alcoholic beverages (beer, wine and assorted mixed drinks) will be sold during the Event. LICENSEE shall not cause or permit beer, wine or liquors of any kind to be sold, given away, or brought into the Facility or used upon the Facility except upon prior written permission of LICENSOR.

7) USE OF THE FACILITY.

a) In the event LICENSEE desires to use the Authorized Areas specified in Section 1), or any other portion of the Facility, at any time other than during the dates and times specified in 1) above, LICENSEE shall request from LICENSOR prior written permission to use such areas. In the event such permission is granted, LICENSEE shall pay as additional rent an amount equal to the sum of LICENSOR's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by LICENSOR to represent fair value for use of such additional areas of the Facility during such date(s) and time(s).

b) In rendering the Facility to LICENSEE, LICENSOR does not relinquish the right to control the management thereof, and to enforce all the necessary and proper rules for the management and operation of the same; and that LICENSOR, their agents, their employees and the General Manager of said Facility may enter the same, and all of the Authorized Areas, at any time and on any occasion. LICENSOR reserves the right, but not the responsibility, through its General Manager and its representatives to eject any objectionable person(s) from said Facility, and upon the exercise of this authority through the General Manager, agents or police, the LICENSEE hereby waives any right and all claims for damages against LICENSOR. Unless otherwise specified in writing, LICENSOR shall be privileged to schedule other similar events both before and after date(s) of the Event specified in this Agreement without notice to LICENSEE.

c) LICENSEE shall not use the Facility or permit the Facility to be used by any of its officers, agents, employees, guests or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on or near the Facility. If LICENSOR, in consultation with local law enforcement, believes, in its sole discretion, that such acts are reasonably likely to occur, or that the event could pose imminent safety risks to artists, patrons, or venue staff, LICENSOR (through its general manager) may in its sole discretion take any legal means to necessary prevent such occurrences, including immediate termination of this Agreement. LICENSEE agrees to indemnify and hold

harmless LICENSOR from any claims relating to actions or omissions by LICENSOR in conformity with this Section 10(c).

8) CONDITION OF FACILITY.

a) LICENSEE acknowledges that LICENSEE has inspected the Facility and that LICENSEE is satisfied with and has accepted the Facility in its present condition.

b) LICENSOR shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that said LICENSEE shall not injure nor mar, nor in any manner deface, said premises and shall not cause nor permit anything to be done whereby said premises shall be in any manner injured or marred or defaced nor shall LICENSEE drive nor permit to be driven, any nails, hooks, tacks or screws in any part of said Facility nor shall LICENSEE make or allow to be made any alteration of any kind therein. That if said premises, or any portion of said Facility or grounds, during the term of this Agreement shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE's agents, employees, contractors, subcontractors, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR upon demand, such sum as shall be necessary to restore said premises to their original condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Facility, or to any portion of said Facility and grounds by consent of LICENSEE or by or with the consent of LICENSEE's employees or any person acting for or on behalf of said LICENSEE and said LICENSEE agrees to have on hand at all times sufficient security (including but not limited to Facility event staff and door guards, contracted security and/or Jefferson County Sheriff Department officers) to maintain order and protect persons and property. If LICENSOR deems necessary a refundable damage deposit will withheld during settlement and will be refunded upon a walk through of the Facility if LICENSOR deems no damage has been incurred.

c) LICENSEE shall not make any alterations or improvements to the Facility without the prior written consent of LICENSOR. Any alterations or improvements of whatever nature made or placed by LICENSEE to or on the Facility, except movable trade fixtures, shall, at the option of LICENSOR:

i) Be removed by LICENSEE, at LICENSEE's expense, immediately upon the conclusion of the Event; or become the property of Owner.

ii) The LICENSEE shall reimburse LICENSOR for any cost LICENSOR incurs in the removal or storage of alterations or improvements not promptly removed by LICENSEE.

9) RESPONSIBILITY FOR PROPERTY IN THE FACILITY.

a) LICENSOR assumes no responsibility whatsoever for any property placed in Facility, and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of Facility or any part thereof under this Agreement and all watchmen or other protective service desired by LICENSEE must be arranged for by special agreement with

LICENSOR. LICENSOR shall have the sole right to collect and have the custody of articles left in the Facility by persons attending any performance, exhibition or entertainment given or held in the demised premises and the LICENSEE or any person in LICENSEE's employ shall not collect nor interfere with the collection or custody of such articles.

b) In the event that the Authorized Areas of the Facility are not vacated by LICENSEE on the date named at the end of the duration for which said portions of Facility are to be used by LICENSEE in accordance with this Agreement, LICENSOR shall be and is hereby authorized to move from Facility at the expense of the LICENSEE, goods, wares, merchandise and property of any and all kinds and description, which may be then occupying the portion of Facility on which the duration of this Agreement has expired, and LICENSOR shall not be liable for any damages or loss to goods, wares, merchandise or other property which may be sustained, either by reason of such removal or by the place to which it may be removed to and LICENSOR is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this Agreement any effects of LICENSEE remain in the Facility, LICENSOR shall be entitled to charge the sum per day as provided in this Agreement as the payment to be made for time for load in and load out. Vendors are not allowed to load out any materials using land or pushcarts before the event has ended and the general public has cleared the arena floor.

10) INDEMNIFICATION.

NOTE: This section does not apply as "Texas law prohibits a public school district from contracting to waive its statutory governmental immunity from tort claims by agreeing to indemnify and hold harmless any person or entity."

a) LICENSEE shall indemnify, defend, and hold harmless LICENSOR, Owner, and their respective officers, agents and employees from and against any and all losses, arising from:

i) LICENSEE's failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, the "Laws") applicable to LICENSEE's performance of this Agreement.

ii) Any unlawful acts on the part of LICENSEE, its officers, agents, employees, contractors or subcontractors.

iii) Personal or bodily injury to or death of persons or damage to the property of LICENSOR or Owner or loss of income to LICENSOR or Owner to the extent caused or alleged to be caused by the negligent acts, errors and/or omissions or the willful misconduct of LICENSEE, its officers, agents, employees, contractors or subcontractors; or LICENSEE, or invitees; provided, however, that LICENSEE's obligations under this Section 13(a) shall not extend to losses solely arising from the willful misconduct (or gross negligence) of LICENSOR.

iv) The material breach or default by LICENSEE, its officers, agents, employees, contractors or subcontractors of any provisions of this Agreement.

b) LICENSOR shall indemnify, defend and hold harmless LICENSEE, its officers, agents and employees from and against any and all losses arising from:

i) Personal or bodily injury to or death of persons or damage to the property of LICENSEE to the extent caused by the negligent acts errors and/or omissions or willful misconduct of LICENSOR, its officers or employees; or

ii) The material breach or default by LICENSOR, its officers or employees of any provisions of this Agreement; provided, however, that the foregoing indemnification shall not extend to losses to the extent such losses:

(1) Arise from any default or breach by LICENSEE of its obligations under this Agreement, including, without limitation, subparagraph (a), of this Section; or

(2) Are caused by or arise out of the services provided by contractors and other agents retained by Owner in connection with the management of the Facility; or

(3) Are caused by or arise out of the services provided by independent contractors used by LICENSOR in connection with the management of the Facility.

c) The provisions set forth in subparagraphs (a) and (b) of this Section shall survive termination of this Agreement.

11) DEFAULT, TERMINATION AND OTHER REMEDIES.

a) Default.

i) LICENSEE shall be in default under this Agreement if any of the following occur:

(1) LICENSEE fails to pay any amount when due hereunder (including, without limitation, the License Fee, the required deposits, or the Reimbursable Services Expense) when the same are required to be paid hereunder; or

(2) LICENSEE, its officers, employees or agents fails to perform or fulfill any other term, covenant or condition contained in this Agreement and LICENSEE fails to commence a cure thereof within two (2) business days after LICENSEE has been served with written notice of same; or

(3) LICENSEE makes a general assignment for the benefit of creditors.

ii) LICENSOR shall be in default under this Agreement if LICENSOR fails to perform or fulfill any term; covenant or condition contained in this Agreement and LICENSOR fails to commence a cure thereof within two (2) business days after LICENSOR has been served with written notice of such default.

iii) Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) in "Indemnification" Section above, if the breach by LICENSEE, its officers, employees or agents of such other term, covenant or condition is such that it threatens the health, welfare or safety of any person or property, then LICENSOR may, in its discretion, require that such breach be cured in less than two (2) business days or immediately.

b) Termination. Upon a default pursuant to subparagraph (a) above, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate this Agreement and the obligations of the parties with respect thereto.

c) Injunctive Relief. In addition to any other remedy available at law, equity or otherwise, LICENSOR shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by LICENSEE upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

d) Unique Qualities. The parties agree and acknowledge that the Event is a unique entity and, therefore, the rights and benefits that will accrue to LICENSOR by reason of this Agreement are unique and that LICENSOR cannot be adequately compensated in money damages for LICENSEE's failure to comply with the material obligations of LICENSEE under this Agreement and that therefore LICENSOR shall have the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that LICENSEE fails to fulfill its obligation to hold the Event at the Facility.

e) Late Charges. If LICENSEE fails to pay any amounts when due under this Agreement, LICENSOR may choose any or all of the following options, at it's sole option, without the restriction or limitation to pursue other remedies:

i) Cancel this LICENSEE Agreement,

ii) Require LICENSEE to pay, in full, the entire outstanding balance due on all fees, projected expenses, etc., immediately.

iii) Require LICENSEE pay to LICENSOR a late charge of one and a half percent (1.5%) per month on the unpaid balance.

12) REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other party, and agrees as follows:

a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery and performance of this Agreement; and

c) No litigation or pending or threatened claims or litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

13) COVENANTS. LICENSEE hereby covenants and agrees as follows:

a) LICENSEE shall not occupy or use the Facility except as provided in this Agreement.

b) LICENSEE shall comply with all legal requirements that arise in respect to the Facility and the use and occupation thereof.

i) The following items are prohibited within any areas of the Facility without written permission by LICENSOR:

(1) Propane and propane powered vehicles, equipment and displays.

(2) Possession, application or distribution of any self-adhesive stickers, promotional items, posters or similar items on the ingress or egress of the Event or inside the Facility.

(3) Any self-adhesive material including tape, stickers, etc. in general and specifically not used to display banners and/or posters of any kind for events, radio station promotions, etc.

(4) Guns, knives, electronic shock devices or other weapons that could be used to harm another individual or property.

(5) Food or food products, either for sale or sample distribution (free samples).

(6) Helium or other lighter than air filled balloons.

(7) Open flame candles or other fixtures with an open flame.

(8) Recording devices (video, audio or photographic) for the intent to distribute or to re-sell.

(9) Laser pens or other laser light-type pointing devices.

c) LICENSEE shall not advertise, paint, post or exhibit, nor allow to be advertised, painted, posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside or outside or on any part of the Facility except upon written permission of LICENSOR and for such time and in such location as designated by LICENSOR Management. Which permission/consent/approval shall not be unreasonably withheld or delayed. LICENSEE shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by LICENSOR.

d) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works.

e) LICENSEE shall not operate or use any equipment or materials belonging to LICENSOR without the prior written approval of LICENSOR.

f) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

g) No collections, whether for charity or otherwise, shall be made, attempted or announced at the Facility, without first having made a written request and received the prior written consent of LICENSOR.

h) Utilities.

i) Electric.

(1) Representative of LICENSOR or the approved LICENSOR electrical contractor must make all electrical connections other than one hundred ten (110) volt wall connections. Multiple plugs per standard one hundred ten (110) volt outlet such

as twin sockets, cube taps, and etc. will not be permitted. All electrical equipment shall be properly wired and meet Fire Underwriters Laboratory specifications.

ii) Water.

(1) LICENSOR agrees to furnish water by means of the appliance installed for ordinary toilet or janitor purposes, but for no other purpose, unless otherwise specifically provided for in this contract. Water closets and water apparatus will not be used for any purpose other than for which they are constructed and no sweepings, rubbish, paper or other substances shall be thrown therein. LICENSEE shall pay any damage resulting to them on account of misuse of any nature or character whatever.

iii) Lighting. Normal lighting provided by fixed Facility fixtures will be maintained throughout the Event at no additional cost to LICENSEE. Work-level lighting will be provided during load-in and load-out and additional lighting provided at other times as determined to be necessary by LICENSOR.

14) CIVIL RIGHTS ACT. During the performance of this Agreement, LICENSEE shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights and Human Rights and opportunities.

15) AMERICANS WITH DISABILITIES ACT. LICENSOR shall be responsible for ensuring that, within reason based on current structural limitations or equipment and Facility limitations, access into the Facility complies with the Americans With Disabilities Act, as amended ("ADA"). LICENSOR shall also be responsible for ensuring, to the extent reasonably possible, that the common areas inside the Facility (i.e. elevator access, ramp access, restrooms) are accessible to, and usable by, individuals with disabilities to an extent possible within any current limitations of the Facility. With respect to any Event at the Facility, LICENSEE recognizes that it is subject to the provisions of Title III of the ADA. LICENSEE represents that it has viewed or otherwise appraised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas and other conditions of the Facility as adequate for LICENSEE's responsibilities under the ADA. LICENSEE shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as LICENSEE modifies, rearranges or sets up in the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for any violations of the ADA that arise from LICENSEE's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies in connection with an Event are in compliance with the ADA.

16) CONSTRUCTION OF THIS AGREEMENT.

a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the Laws of the United States of America and State of Texas, and all of the ordinances of the City of Beaumont, Texas and the rules and regulations of LICENSOR for the government and management of said Facility, together with all rules and regulations of the Police and Fire Departments of the City of Beaumont, and if the attention of said LICENSEE is called to such violation on the part of the LICENSEE, said LICENSEE will immediately desist from and correct said violation.

b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations of LICENSOR and LICENSEE with respect to the Facility. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

e) Time. Time is of the essence hereof, and every term, covenant and condition shall be deemed to be of the essence hereof.

f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of LICENSOR, and to such successors and assigns of LICENSEE as are permitted to succeed to the LICENSEE's right upon and subject to the terms hereof.

g) Independent Contractor; No Partnership. LICENSOR and LICENSEE shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, LICENSOR or LICENSEE a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

17) MISCELLANEOUS.

a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections will not prejudice such party from later enforcing or

exercising the same or any other provisions, rights or elections which it may have under this Agreement.

b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by LICENSEE without the prior written consent of LICENSOR. LICENSOR shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, LICENSOR shall have no further liability to LICENSEE hereunder for the performance of any obligations or duties arising after the date of such assignment.

c) Notices. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either:

i) When delivered personally to the party for whom intended.

ii) Upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery; or

iii) On delivery by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to LICENSOR, to:

LICENSOR/Ford Park
1149 Pearl Street, 4th Floor
Beaumont, TX 77701
Attention: County Judge

If to LICENSEE, to:

Nederland ISD
220 North 17th Street
Nederland, TX 77627
Attn: Steven Beagle

18) NON-EXCLUSIVE USE. LICENSOR shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

19) FORCE MAJEURE. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of LICENSOR, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, strikes, failure of public utilities or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, LICENSOR is hereby released by LICENSEE from any damage so caused thereby.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement along with attached Reimbursable Services Expense Estimate, which is hereby made an integral part of this Agreement.

Jefferson County, Texas,
owner of Ford Park

Signature: _____

Printed Name: Jeff Branick

Title: County Judge

Date: 02-06-2017

("LICENSOR"/Jefferson County, Texas)

Nederland ISD

Signature: _____

Printed Name: Dr. Robin Perez

Title: Superintendent of Schools

Date: 1/11/17

("LICENSEE")

AGENDA ITEM **February 6, 2017**

Consider and possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Beaumont authorizing the demolition of property located at 3650 Lorilee St., Beaumont, TX.

RECEIVED JAN 30 2017

RICH WITH OPPORTUNITY
BEAUMONT
T • E • X • A • S

CITY OF BEAUMONT
BUILDING CODES DIVISION
CONSENT FORM FOR
DEMOLITION OF UNSAFE
SUBSTANDARD STRUCTURES

I, **Jefferson County**, do hereby give the City of Beaumont, Jefferson County, Texas, my consent as owner of the property and structure identified below to demolish and remove said structure. In consideration for the demolition I agree as follows:

1. I will be responsible for raking and cleaning up of small debris left by the demolition.

2. In order for debris to be removed, I understand I will be required to place the materials at the curb line in accordance with City ordinances. I understand that the demolition may result in ruts in the property and the potential of damage to real and personal property remaining on the property.

3. I hereby indemnify the City, its employees, officers and agent against any and all claims for injuries or damages arising from demolition on my property, expressly including injuries to persons or damages to real or personal property arising from negligence by the City, its employees, officers or agents.

4. **If this structure is an outbuilding such as rear garage apartment, shed or garage, etc., it is the responsibility of the property owner to disconnect electricity, water and gas utilities from this structure!!**

***** **Any personal property should be removed immediately because the spoils from the demolition will be discarded according to city policies and procedures.**

JAN 2017
Received
Jefferson County
Engineer's Office

PROPERTY DESCRIPTION:
3650 LORILEE ST
WEBER KING W1/2 L18 B1 E1/2 L19 B1

409-835-8466
Telephone Number

Signature

Signature

Date:_____
STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day appeared **Jefferson County** JUDGE, and JEFF R. BRANICK known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____day of _____.

Notary Public in and for
Jefferson County, Texas
My Commission Expires:

c:democonsent



Google earth

feet 2000
meters 600

3 PGS 2016038261
DD

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NO. OR YOUR DRIVERS LICENSE NO.

SHERIFF'S DEED

STATE OF TEXAS §
§
JEFFERSON COUNTY §

KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS, by virtue of an Order of Sale issued by the Clerk of the District Court in and for Jefferson County, dated August 11, 2016, on a certain Judgment rendered in said Court on May 12, 2016, in a certain suit number D-196941, styled JEFFERSON COUNTY vs. JOHN GLOSTON JOSEPH, ET AL, I, G. Mitch Woods, Sheriff of said County, did upon November 1, 2016 levy upon and advertise the time and place of said sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale, beginning on October 6, 2016, in The Examiner, a newspaper published in the County of Jefferson, stating in said advertisement the time and place of sale, a brief description of the property to be sold, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the defendants, and on the first Tuesday in November, 2016, within the hours prescribed by law, sold said hereinafter described land or lots at the premises hereinafter described were bid off to Jefferson County, for the sum of $21,812.14***, for the use and benefit of County of Jefferson, et al and possibly other entities for title to the hereinafter described property or the amount of taxes, interest, penalties and costs.

NOW, THEREFORE, Sheriff G. Mitch Woods, aforesaid, by virtue of the authority vested in me by law have BARGAINED, SOLD and CONVEYED, and by these presents do benefit the County of Jefferson, et al and their assigns, subject, however, to the provisions hereinafter set out, all the right, title and interest of the defendants, in and to the following described land that said defendants had in and to said land at the date said suit was filed, together with, all and singular, the rights, privileges, and appurtenances to the same belonging, and the said lands being described as follows, to-wit:

WEST ONE-HALF (1/2) LOT EIGHTEEN (18) BLOCK ONE (1) EAST ONE-HALF (1/2) LOT NINETEEN (19) BLOCK ONE (1) WEBER KING ADDITION LOCATED IN THE CITY OF BEAUMONT AS PER MAP OR PLAT IN JEFFERSON COUNTY, TEXAS

***Credit to the margin of the minutes.

TO HAVE AND TO HOLD the above described property for the grantee, grantee's heirs, executor's, administrators, successors, or assigns forever; subject, however, to the right of defendants to redeem the same in the manner prescribed by law within two years on residential homestead and agricultural use property and within six months on all other properties from the date of the filing for records of this deed, and to such other further conditions and stipulations as may be applicable under the provisions of Section 34.21 of the Property Tax Code of Texas, as fully and absolute as I, sheriff aforesaid, can convey by virtue of said Order of Sale.

Grantee's Address:

Jefferson County

1149 Pearl Street

Beaumont, Texas 77701

WITNESS MY HAND this the 1st day of November, 2016.

G. Mitch Woods

Sheriff G. Mitch Woods
Jefferson County, Texas

STATE OF TEXAS §
§
JEFFERSON COUNTY §

BEFORE ME, the undersigned authority, on this day personally appeared Sheriff, G. Mitch Woods, to me well known to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of November, 2016.

Tonja Voorhies
Notary Public in and for the
State of Texas

TONJA VOORHIES
Notary Public
STATE OF TEXAS
My Comm. Exp. January 2, 2017

Tonja Voorhies
(Printed Name)

January 2, 2017
My commission expires:

Return to: Call Debbie Pletcher
County Tax Office
Ext. 8540

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Carolyn L Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas
December 08, 2016 04:14:12 PM
FEE: $0.00 MARLAALVAREZ 2016038261



Jefferson CAD, TX

Date Printed: February 2, 2017

This map is for illustrative purposes only and does not represent a survey. It is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The user acknowledges and accepts all inherent limitations of the maps and data, including the fact that the maps and data are dynamic and in a constant state of

AGENDA ITEM **February 13, 2017**

Consider and possibly approve Cary Erickson, Director of Human Resources to be the Designated Civil Rights Officer for TxCDBG Contract #7216231 and all subsequent TxCDBG contracts.

A1008

Designation Form for Civil Rights Officer

City/County: COUNTY OFJEFFERSON TxCDBG Contract # 7216231

Address: 1149 Pearl Street
Beaumont, Texas 77704

Telephone Number: 409-835-8466

****

I, Jeff R. Branick, County Judge , do hereby appoint Cary Erickson, Director of Human Resources as the Civil Rights Officer for the County of Jefferson.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the /County of Jefferson, as required by the Texas Community Development Block Grant Program Contract No. 7216231.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in the TxCDBG contract.

Civil Rights Officer:_____
(Signature)

Appointed by:_____ Date: _____
(Signature)

09/01/2016

AGENDA ITEM **February 13, 2017**

Consider and possibly approve the Use License Agreement between Jefferson County, Texas and Harbor Foundation for Butterfly Release.

JEFFERSON COUNTY/ FORD PARK
USE LICENSE AGREEMENT

THIS **USE LICENSE AGREEMENT** (the "Agreement") is made this **30th** day of **January, 2017**, by and between Jefferson County, TX ("LICENSOR") and **Harbor Foundation,** whose current address is **P. O. Box 21463, Beaumont, TX 77720-1463.** ("LICENSEE").

NOTE: NO ALTERATIONS MAY BE MADE TO THIS AGREEMENT WITHOUT NOTICE TO AND APPROVAL BY LICENSOR.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and agreements herein contained the parties hereto, intending to be legally bound, hereby agree as follows:

1) GRANT OF LICENSE. Jefferson County hereby grants LICENSEE, upon the terms and conditions hereinafter expressed, a license:
   a) To use the area(s) of the Facility described here: **Ford Park midway and vendor area**
   b) Solely for the purpose of the presentation of: **Butterfly Release**
   c) Effective on the following dates and times, unless earlier terminated as set forth in the "Default, Termination and Other Remedies" Section of this license or otherwise herein,

Authorized Area	Day, Date and Time of Use	Purpose
Ford Park midway and Fair vendor area	Saturday, April 29, 2017 7am – 11am* Saturday, April 29, 2017 11am-2pm Saturday, April 29, 2017 2pm – 7pm* *Exceptions: Move-in 1p-5p on Friday, April 28 and move-out 8a-noon on Monday, May 1 may occur with prior additional payment (see section 2)	Move-in Event Move-out

The use of the Facility as described in 1) a), b) and c) above shall hereinafter be referred to as the "Event".

2) LICENSE FEE AND OTHER EXPENSES. In consideration of the grant of this license, LICENSEE shall pay to Jefferson County a License Fee and other prescribed amounts, and shall reimburse Jefferson County for certain expenses ("Reimbursable Services Expenses"), as described and prescribed in this section 2), as follows:
   a) (i) **License Fee.** LICENSEE shall pay to LICENSOR a fee of **Two Thousand Two Hundred Fifty and No/100 Dollars ($2,250.00), which includes the 50% 501c3 discount).**

Fee structure:



Licensee Initials

- The License Fee **includes** the following items: One event day (7a-7p) to move-in, host event and move-out; ground preparation (mowing), 5 event staff during event, two ops staff; and 5 housekeeping for post-event clean-up.
- It is estimated that 10 housekeeping staff will be necessary during the event based on expected attendance of 5,000-7,000* (Licensee will be billed on actuals for 'during event' housekeeping).
- A roll-off will be required. Licensee will be charged $450 for a roll-off unless they furnish their own. Notice must be given the event coordinator 7 days prior to the event.
- Should Licensee require early move-in, a charge of $375 will be billed for 1p-5p move-in on Friday. Should Licensee require late move-out, a charge of $375 will be billed for 8a-noon move-out on Monday. Licensor will not be responsible for any items moved in before event day or remaining after event day. Overnight security can be ordered by Licensee for a cost for $20/hr.
- Licensee will provide everything necessary for the production of the event including generators, if power if required, tables, chairs, portable toilets, tents, etc.
- Licensee will be allowed to use the Premium Parking Lot at no cost provided that print and distribute their own parking passes and supply a staff member to man the turnstile.
- Licensee will be allowed to bring in DONATED water and soft drinks for participants and to have sponsored, donated food vendors set up tents and cook food and distribute free food for participants. Licensee will be responsible for securing inspector from City of Beaumont Environmental Control to inspect food in a raw state prior to cooking and will ensure all food vendors adhere to City of Beaumont regulations. It is agreed that this food and drink is 100% donated and dispensed **complimentary** for participants of the butterfly release. Vendors will be self-contained. Ice and containers will be the responsibility of Licensee.
- The License Fee does **not include**, among other exclusions, the following: AV, insurance, catering, phone & internet connections (if requested), entertainment, uniformed officers, EMT*, any rented furniture or equipment or anything not specifically mentioned above.
    - *EMT can be donated and therefore not hired by Ford Park. Licensed EMT must supply on letterhead a statement that the services are donated.

b) **Reimbursable Services Expense.**

LICENSOR shall provide, as required for each Event, the following services and equipment, the expenditure for, and costs of, which are reimbursable by LICENSEE to LICENSOR ("Reimbursable Services Expense") unless specifically included in the License Fee as described in 2 (a) above. These Reimbursable Services Expenses include, but are not limited to, the following expenses, costs and charges: event services staff,

electricians, ushers, supervisors, and any other LICENSOR employee necessary for the preparation and presentation of the Event; and services provided by LICENSOR, including police officer(s), fire marshal(s), EMT(s) (required for all events serving alcohol and/or sporting events), catering, food and beverage services, insurance coverage, security personnel, electricians. All equipment or services will be billed at prevailing rates and all staff will be billed at prevailing wage rate for positions held and tasks performed for the time period worked as furnished by LICENSOR at the request of LICENSEE or required by LICENSOR to properly prepare for and present the Event. Notwithstanding anything contained herein to the contrary, LICENSOR shall determine the level of staffing necessary for the Event in its sole discretion, after consultation with, and input from, LICENSEE. LICENSEE shall inform LICENSOR at least two weeks in advance of the Event, in writing, of its requirements for services and equipment in support of the Event. In the event LICENSEE fails to so inform LICENSOR, then the decisions of LICENSOR as to necessary services and support shall control.

c) It is understood and agreed that there will be food and beverage and/or alcoholic beverage sales during the Event, and that LICENSOR, or its designated concessionaire, shall retain exclusively any and all revenues from the sale thereof, and LICENSEE shall have no rights to or claims thereon.

Deposit & contract due dates:

Licensee Initials

d) LICENSEE shall pay to LICENSOR Jefferson County a ***non-refundable deposit*** in the amount of **Twenty-Two Hundred Fifty and No/100 Dollars ($2,250.00)** in the form of a cashier's check, wire transfer, cash, or other immediately negotiable form, which is due **upon contract execution**. Upon receipt by, and a majority vote to approve by Jefferson County Commissioners' Court, a fully executed copy of this Agreement will then be forwarded to LICENSEE. Any other amounts due to hereunder for Reimbursable Services Expenses, or other amounts as specified herein, will be due upon Final Settlement.

e) If LICENSEE cancels said Event, the LICENSEE shall reimburse LICENSOR for its actual costs and expenses incurred in connection with scheduling personnel and services, and advertising and marketing expenses, if applicable, and LICENSOR shall retain the deposit as described above.

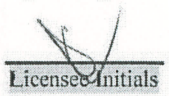
3. ADVERTISING

A) LICENSEE, having been so informed by LICENSOR, understands that LICENSOR has entered into and/or may hereafter (prior to the Event) enter into agreements with parties other than LICENSEE providing for, among other things, exclusive naming rights, exclusive event sponsorship rights, exclusive category advertising rights, exclusive signage and display rights and/or exclusive product brand, pouring and/or service rights in and relating to the Facility and that LICENSOR may be required, pursuant to one or more of such other agreements, to give notice of all booked events in the Facility to the holders of such rights for the purpose of initiating consideration and communications, at the option of such holders, regarding sponsorship of such events, the Facility. Neither LICENSOR nor such sponsors have any rights relating specifically to the Event without the prior written approval and consent of LICENSEE. With such understanding, LICENSEE acknowledges and agrees (i) that LICENSEE and its officers, employees,

agents, contractors and subcontractors, including but not limited to all persons producing, promoting, advertising, staging, directing, performing, presenting, conducting and/or otherwise participating in the Event, shall, subject to performing artist approval, cooperate fully with LICENSOR in its adherence to and performance of such other agreements to the extent that adherence does not compromise or unreasonably interfere with the performance or production of the Event or conflict with any tour sponsorship requirements of the performing artists and comply with all requirements imposed by LICENSOR arising from or relating to such other agreements in connection with LICENSEE's use of the Facility, including but not limited to due observance of all Facility branding and naming rights and proper use of the Facility name and logos and the LICENSOR name and logo in all advertising and other communications concerning or relating to the Event; (ii) that LICENSEE shall not for any reason or purpose cover or otherwise alter or interfere with any displays, advertising, graphics, signage and/or other electronic or printed media in or about the Facility without the prior written approval of LICENSOR; and (iii) that all rights to place advertising on ticket backs, ticket stubs and all other parts of LICENSEE's tickets are reserved in favor of LICENSOR. All communications and media pertaining to the Event shall be submitted to the Facility Marketing Department for approval prior to production, printing, or distribution.

f) B) NAMING RIGHTS; REFERENCE TO NAME OF FACILITY. When referring to the Facility during the term of this Agreement, **LICENSEE shall use the name and logo "Ford Park" or "Ford Arena"** (or such replacement name, as designated by the Facility Marketing Department) and no other name and shall use reasonable efforts to require third parties that it contracts with in connection with the Facility to do the same. **The use and designation of the Facility's name and logo shall include, but not be limited to, printed materials, advertising, admission tickets and public relations or promotional press releases.** Inadvertent failures to use the name as set forth herein shall not be deemed a breach of this Agreement. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge that Southeast Texas Ford Dealers is a third party beneficiary of only this Section of this Agreement and that Southeast Texas Ford Dealers shall have all of the rights of a third party beneficiary allowed by applicable law.

Use of Ford Park logo agreed upon:



Licensee Initials

4) TAXES. LICENSOR shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to the Event or otherwise, or any revenue received by or payments made to LICENSEE in respect of the Event, except as provided by law or as otherwise specified herein. LICENSEE shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by LICENSEE.

5) INSURANCE.

a) LICENSEE shall, at its own expense, secure and deliver to LICENSOR not less than thirty (30) days prior to the Event and shall keep in force at all times during the duration of this Agreement:

i) A comprehensive general liability insurance policy in a form acceptable to LICENSOR, including public liability and property damage, covering its activities hereunder, in an amount not less than one million dollars ($1,000,000) for bodily injury and one million dollars ($1,000,000) for property damage, including blanket contractual liability and independent contractors. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, open floor, performers, volunteers, animals, off-premise activities and fireworks or other pyrotechnical devices;

b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

Insurance agreed upon:

Licensee Initials

i) **Jefferson County, TX shall be listed as additional insured here under**. Not less than thirty (30) days prior to the Event, LICENSEE shall deliver to LICENSOR certificates of insurance evidencing the existence thereof, in such a form as LICENSOR may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "**This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to the County Judge's office at 1149 Pearl Street, 4th Floor, Beaumont, TX 77701.** If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of the Event, LICENSEE shall deliver to LICENSOR at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

ii) The coverage provided under such policies shall be occurrence based, and not claims made.

iii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

iv) LICENSEE hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of LICENSEE under this Agreement, including, without limitation, LICENSEE's indemnification obligations under the "Indemnification" Section below.

c) The terms of all insurance policies referred to in this Section shall preclude subrogation claims against LICENSOR and Owner and their respective officers, employees and agents.

6) RESERVATION OF RIGHTS.

LICENSOR reserves all rights not specifically granted to LICENSEE under the terms hereof, including but not limited to the sole right to sell or give away food and beverage items and

souvenir merchandise, to conduct check rooms, to take photographs and other privileges. LICENSEE shall not engage in, permit to occur or undertake the sale or distribution (either purchased or complimentary) of any of the aforesaid or similar articles or privileges, without the prior written consent of the LICENSOR. LICENSOR is responsible for providing all personnel and/or subcontracted personnel (at LICENSOR's sole discretion) to operate all food and beverage concessions (including the preparation, selling or distribution of any kind), and merchandise sales, and to retain all proceeds from same. LICENSOR will have the sole right to determine whether alcoholic beverages (beer, wine and assorted mixed drinks) will be sold during the Event. LICENSEE shall not cause or permit beer, wine or liquors of any kind to be sold, given away, or brought into the Facility or used upon the Facility except upon prior written permission of LICENSOR.

7) USE OF THE FACILITY.

a) In the event LICENSEE desires to use the Authorized Areas specified in Section 1), or any other portion of the Facility, at any time other than during the dates and times specified in 1) above, LICENSEE shall request from LICENSOR prior written permission to use such areas. In the event such permission is granted, LICENSEE shall pay as additional rent an amount equal to the sum of LICENSOR's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by LICENSOR to represent fair value for use of such additional areas of the Facility during such date(s) and time(s).

b) In rendering the Facility to LICENSEE, LICENSOR does not relinquish the right to control the management thereof, and to enforce all the necessary and proper rules for the management and operation of the same; and that LICENSOR, their agents, their employees and the General Manager of said Facility may enter the same, and all of the Authorized Areas, at any time and on any occasion. LICENSOR reserves the right, but not the responsibility, through its General Manager and its representatives to eject any objectionable person(s) from said Facility, and upon the exercise of this authority through the General Manager, agents or police, the LICENSEE hereby waives any right and all claims for damages against LICENSOR. Unless otherwise specified in writing, LICENSOR shall be privileged to schedule other similar events both before and after date(s) of the Event specified in this Agreement without notice to LICENSEE.

c) LICENSEE shall not use the Facility or permit the Facility to be used by any of its officers, agents, employees, guests or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on or near the Facility. If LICENSOR, in consultation with local law enforcement, believes, in its sole discretion, that such acts are reasonably likely to occur, or that the event could pose imminent safety risks to artists, patrons, or venue staff, LICENSOR (through its general manager) may in its sole discretion take any legal means to necessary prevent such occurrences, including immediate termination of this Agreement. LICENSEE agrees to indemnify and hold harmless LICENSOR from any claims relating to actions or omissions by LICENSOR in conformity with this Section 10(c).

8) CONDITION OF FACILITY.

a) LICENSEE acknowledges that LICENSEE has inspected the Facility and that LICENSEE is satisfied with and has accepted the Facility in its present condition.

b) LICENSOR shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that said LICENSEE shall not injure nor mar, nor in any manner deface, said premises and shall not cause nor permit anything to be done whereby said premises shall be in any manner injured or marred or defaced nor shall LICENSEE drive nor permit to be driven, any nails, hooks, tacks or screws in any part of said Facility nor shall LICENSEE make or allow to be made any alteration of any kind therein. That if said premises, or any portion of said Facility or grounds, during the term of this Agreement shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE's agents, employees, contractors, subcontractors, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR upon demand, such sum as shall be necessary to restore said premises to their original condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Facility, or to any portion of said Facility and grounds by consent of LICENSEE or by or with the consent of LICENSEE's employees or any person acting for or on behalf of said LICENSEE and said LICENSEE agrees to have on hand at all times sufficient security (including but not limited to Facility event staff and door guards, contracted security and/or Jefferson County Sheriff Department officers) to maintain order and protect persons and property. If LICENSOR deems necessary a refundable damage deposit will withheld during settlement and will be refunded upon a walk through of the Facility if LICENSOR deems no damage has been incurred.

c) LICENSEE shall not make any alterations or improvements to the Facility without the prior written consent of LICENSOR. Any alterations or improvements of whatever nature made or placed by LICENSEE to or on the Facility, except movable trade fixtures, shall, at the option of LICENSOR:

i) Be removed by LICENSEE, at LICENSEE's expense, immediately upon the conclusion of the Event; or become the property of Owner.

ii) The LICENSEE shall reimburse LICENSOR for any cost LICENSOR incurs in the removal or storage of alterations or improvements not promptly removed by LICENSEE.

9) RESPONSIBILITY FOR PROPERTY IN THE FACILITY.

a) LICENSOR assumes no responsibility whatsoever for any property placed in Facility, and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of Facility or any part thereof under this Agreement and all watchmen or other protective service desired by LICENSEE must be arranged for by special agreement with LICENSOR. LICENSOR shall have the sole right to collect and have the custody of articles left in the Facility by persons attending any performance, exhibition or

entertainment given or held in the demised premises and the LICENSEE or any person in LICENSEE's employ shall not collect nor interfere with the collection or custody of such articles.

b) In the event that the Authorized Areas of the Facility are not vacated by LICENSEE on the date named at the end of the duration for which said portions of Facility are to be used by LICENSEE in accordance with this Agreement, LICENSOR shall be and is hereby authorized to move from Facility at the expense of the LICENSEE, goods, wares, merchandise and property of any and all kinds and description, which may be then occupying the portion of Facility on which the duration of this Agreement has expired, and LICENSOR shall not be liable for any damages or loss to goods, wares, merchandise or other property which may be sustained, either by reason of such removal or by the place to which it may be removed to and LICENSOR is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this Agreement any effects of LICENSEE remain in the Facility, LICENSOR shall be entitled to charge the sum per day as provided in this Agreement as the payment to be made for time for load in and load out. Vendors are not allowed to load out any materials using land or pushcarts before the event has ended and the general public has cleared the arena floor.

10) INDEMNIFICATION.

a) LICENSEE shall indemnify, defend, and hold harmless LICENSOR, Owner, and their respective officers, agents and employees from and against any and all losses, arising from:

i) LICENSEE's failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, the "Laws") applicable to LICENSEE's performance of this Agreement.

ii) Any unlawful acts on the part of LICENSEE, its officers, agents, employees, contractors or subcontractors.

iii) Personal or bodily injury to or death of persons or damage to the property of LICENSOR or Owner or loss of income to LICENSOR or Owner to the extent caused or alleged to be caused by the negligent acts, errors and/or omissions or the willful misconduct of LICENSEE, its officers, agents, employees, contractors or subcontractors; or LICENSEE, or invitees; provided, however, that LICENSEE's obligations under this Section 13(a) shall not extend to losses solely arising from the willful misconduct (or gross negligence) of LICENSOR.

iv) The material breach or default by LICENSEE, its officers, agents, employees, contractors or subcontractors of any provisions of this Agreement.

b) LICENSOR shall indemnify, defend and hold harmless LICENSEE, its officers, agents and employees from and against any and all losses arising from:

i) Personal or bodily injury to or death of persons or damage to the property of LICENSEE to the extent caused by the negligent acts errors and/or omissions or willful misconduct of LICENSOR, its officers or employees; or

ii) The material breach or default by LICENSOR, its officers or employees of any provisions of this Agreement; provided, however, that the foregoing indemnification shall not extend to losses to the extent such losses:

(1) Arise from any default or breach by LICENSEE of its obligations under this Agreement, including, without limitation, subparagraph (a), of this Section; or

(2) Are caused by or arise out of the services provided by contractors and other agents retained by Owner in connection with the management of the Facility; or

(3) Are caused by or arise out of the services provided by independent contractors used by LICENSOR in connection with the management of the Facility.

c) The provisions set forth in subparagraphs (a) and (b) of this Section shall survive termination of this Agreement.

11) DEFAULT, TERMINATION AND OTHER REMEDIES.

a) Default.

i) LICENSEE shall be in default under this Agreement if any of the following occur:

(1) LICENSEE fails to pay any amount when due hereunder (including, without limitation, the License Fee, the required deposits, or the Reimbursable Services Expense) when the same are required to be paid hereunder; or

(2) LICENSEE, its officers, employees or agents fails to perform or fulfill any other term, covenant or condition contained in this Agreement and LICENSEE fails to commence a cure thereof within two (2) business days after LICENSEE has been served with written notice of same; or

(3) LICENSEE makes a general assignment for the benefit of creditors.

ii) LICENSOR shall be in default under this Agreement if LICENSOR fails to perform or fulfill any term; covenant or condition contained in this Agreement and LICENSOR fails to commence a cure thereof within two (2) business days after LICENSOR has been served with written notice of such default.

iii) Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) in "Indemnification" Section above, if the breach by LICENSEE, its officers, employees or agents of such other term, covenant or condition is such that it threatens the health, welfare or safety of any person or property, then LICENSOR may, in its discretion, require that such breach be cured in less than two (2) business days or immediately.

b) Termination. Upon a default pursuant to subparagraph (a) above, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate this Agreement and the obligations of the parties with respect thereto.

c) Injunctive Relief. In addition to any other remedy available at law, equity or otherwise, LICENSOR shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by LICENSEE upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

d) Unique Qualities. The parties agree and acknowledge that the Event is a unique entity and, therefore, the rights and benefits that will accrue to LICENSOR by reason of this Agreement are unique and that LICENSOR cannot be adequately compensated in money damages for LICENSEE's failure to comply with the material obligations of LICENSEE under this Agreement and that therefore LICENSOR shall have the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that LICENSEE fails to fulfill its obligation to hold the Event at the Facility.

e) Late Charges. If LICENSEE fails to pay any amounts when due under this Agreement, LICENSOR may choose any or all of the following options, at it's sole option, without the restriction or limitation to pursue other remedies:

i) Cancel this LICENSEE Agreement,

ii) Require LICENSEE to pay, in full, the entire outstanding balance due on all fees, projected expenses, etc., immediately.

iii) Require LICENSEE pay to LICENSOR a late charge of one and a half percent (1.5%) per month on the unpaid balance.

12) REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other party, and agrees as follows:

a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery and performance of this Agreement; and

c) No litigation or pending or threatened claims or litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

13) COVENANTS. LICENSEE hereby covenants and agrees as follows:

a) LICENSEE shall not occupy or use the Facility except as provided in this Agreement.

b) LICENSEE shall comply with all legal requirements that arise in respect to the Facility and the use and occupation thereof.

i) The following items are prohibited within any areas of the Facility without written permission by LICENSOR:

(1) Propane and propane powered vehicles, equipment and displays.

(2) Possession, application or distribution of any self-adhesive stickers, promotional items, posters or similar items on the ingress or egress of the Event or inside the Facility.

(3) Any self-adhesive material including tape, stickers, etc. in general and specifically not used to display banners and/or posters of any kind for events, radio station promotions, etc.

(4) Guns, knives, electronic shock devices or other weapons that could be used to harm another individual or property.

(5) Food or food products, either for sale or sample distribution (free samples).

(6) Helium or other lighter than air filled balloons.

(7) Open flame candles or other fixtures with an open flame.

(8) Recording devices (video, audio or photographic) for the intent to distribute or to re-sell.

(9) Laser pens or other laser light-type pointing devices.

c) LICENSEE shall not advertise, paint, post or exhibit, nor allow to be advertised, painted, posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside or outside or on any part of the Facility except upon written permission of LICENSOR and for such time and in such location as designated by LICENSOR Management. Which permission/consent/approval shall not be unreasonably withheld or delayed. LICENSEE shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by LICENSOR.

d) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works.

e) LICENSEE shall not operate or use any equipment or materials belonging to LICENSOR without the prior written approval of LICENSOR.

f) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

g) No collections, whether for charity or otherwise, shall be made, attempted or announced at the Facility, without first having made a written request and received the prior written consent of LICENSOR.

h) Utilities.

i) Electric.

(1) Representative of LICENSOR or the approved LICENSOR electrical contractor must make all electrical connections other than one hundred ten (110) volt wall connections. Multiple plugs per standard one hundred ten (110) volt outlet such as twin sockets, cube taps, and etc. will not be permitted. All electrical equipment shall be properly wired and meet Fire Underwriters Laboratory specifications.

ii) Water.

(1) LICENSOR agrees to furnish water by means of the appliance installed for ordinary toilet or janitor purposes, but for no other purpose, unless otherwise specifically provided for in this contract. Water closets and water apparatus will not be used for any purpose other than for which they are constructed and no

sweepings, rubbish, paper or other substances shall be thrown therein. LICENSEE shall pay any damage resulting to them on account of misuse of any nature or character whatever.

iii) Lighting. Normal lighting provided by fixed Facility fixtures will be maintained throughout the Event at no additional cost to LICENSEE. Work-level lighting will be provided during load-in and load-out and additional lighting provided at other times as determined to be necessary by LICENSOR.

14) CIVIL RIGHTS ACT. During the performance of this Agreement, LICENSEE shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights and Human Rights and opportunities.

15) AMERICANS WITH DISABILITIES ACT. LICENSOR shall be responsible for ensuring that, within reason based on current structural limitations or equipment and Facility limitations, access into the Facility complies with the Americans With Disabilities Act, as amended ("ADA"). LICENSOR shall also be responsible for ensuring, to the extent reasonably possible, that the common areas inside the Facility (i.e. elevator access, ramp access, restrooms) are accessible to, and usable by, individuals with disabilities to an extent possible within any current limitations of the Facility. With respect to any Event at the Facility, LICENSEE recognizes that it is subject to the provisions of Title III of the ADA. LICENSEE represents that it has viewed or otherwise appraised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas and other conditions of the Facility as adequate for LICENSEE's responsibilities under the ADA. LICENSEE shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as LICENSEE modifies, rearranges or sets up in the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for any violations of the ADA that arise from LICENSEE's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies in connection with an Event are in compliance with the ADA.

16) CONSTRUCTION OF THIS AGREEMENT.

a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the Laws of the United States of America and State of Texas, and all of the ordinances of the City of Beaumont, Texas and the rules and regulations of LICENSOR for the government and management of said Facility, together with all rules and regulations of the Police and Fire Departments of the City of Beaumont, and if the attention of said LICENSEE is called to such violation on the part of the LICENSEE, said LICENSEE will immediately desist from and correct said violation.

b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations of LICENSOR and LICENSEE with respect to the Facility. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

e) Time. Time is of the essence hereof, and every term, covenant and condition shall be deemed to be of the essence hereof.

f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of LICENSOR, and to such successors and assigns of LICENSEE as are permitted to succeed to the LICENSEE's right upon and subject to the terms hereof.

g) Independent Contractor; No Partnership. LICENSOR and LICENSEE shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, LICENSOR or LICENSEE a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

17) MISCELLANEOUS.

a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by LICENSEE without the prior written consent of LICENSOR. LICENSOR shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, LICENSOR shall have no further liability to

LICENSEE hereunder for the performance of any obligations or duties arising after the date of such assignment.

c) Notices. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either:

i) When delivered personally to the party for whom intended.

ii) Upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery; or

iii) On delivery by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to LICENSOR, to:

LICENSOR/Ford Park
1149 Pearl Street, 4th Floor
Beaumont, TX 77701
Attention: County Judge

If to LICENSEE, to:

Harbor Foundation
Attn: Kayla Fisher or Karen Carter
P. O. Box 21463
Beaumont, TX 77720-1463

18) NON-EXCLUSIVE USE. LICENSOR shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

19) FORCE MAJEURE. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of LICENSOR, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, strikes, failure of public utilities or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, LICENSOR is hereby released by LICENSEE from any damage so caused thereby.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement along with attached Reimbursable Services Expense Estimate, which is hereby made an integral part of this Agreement.

Jefferson County, Texas,
owner of Ford Park

Signature: _____

Printed Name: Jeff Branick

Title: _____

Date: _____

("LICENSOR"/Jefferson County, Texas)

Harbor Foundation

Signature: _____

Printed Name: Namar Arfeen

Title: President

Date: January 31, 2017

("LICENSEE")

AGENDA ITEM **February 13, 2017**

Consider and possibly approve the Use License Agreement between Jefferson County, Texas and GT Baseball for 2017 spring tournaments.

FORD PARK

USE LICENSE AGREEMENT

BY AND BETWEEN

JEFFERSON COUNTY, TX AND GT BASEBALL
2017 TOURNAMENT DATES

DATED JANUARY 26, 2017

FIELD USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "**Agreement**") is dated as of the **26th** day of **JANUARY, 2017**, by and between Jefferson County, Texas, with an address at 1149 Pearl Street, Beaumont, TX 77701 ("**Licensor**"), and **GT BASEBALL**, whose current address is **4320 CHRISTINA COURT, BEAUMONT, TX 77706** (the "**Licensee**").

BACKGROUND

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) LICENSOR hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the "**Authorized Areas**"), including all improvements, fixtures, easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "**Event**"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of each Event listed on Exhibit A hereto (the "**Expiration Time**") and, as such, Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from LICENSOR prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent an amount equal to the sum of LICENSOR's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by LICENSOR to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee acknowledges that, in connection with LICENSOR's management and operation of the Facility, LICENSOR utilizes the services of certain third-party independent contractors (the "**Third-Party Contractors**"). Licensee hereby agrees that LICENSOR shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Licensee acknowledges that the Facility is one component of a planned complex that includes, without limitation, an arena, an exhibit hall, an RV park, an amphitheater, a visitors center, agriculture barns and festival grounds (such other non-Facility areas are collectively referred to herein as the "**Complex**"). Licensee further acknowledges that LICENSOR will use reasonable efforts to minimize for Licensee any inconvenience or disturbance which may result from the operation, construction, expansion, renovation, and/or other use of the complex, to the extent that the foregoing activities are within LICENSOR's reasonable control. Licensee hereby agrees to hold LICENSOR, Owner, and their respective officers, directors, agents, and employees harmless from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and

attorneys' fees) (collectively, the "**Losses**") arising out of any of the foregoing activities occurring at the Complex.]

2. Purpose.

(a) The Facility is to be used solely for the purpose of the **USSSA YOUTH BASEBALL TOURNAMENTS.** Licensee shall not use the Facility, or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "**Losses**") occurring at the Facility (whether within or without an Authorized Area) caused to LICENSOR, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "**Laws**") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, or (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 12(j) hereof (relating to intellectual property matters), Section 13 hereof (relating to the Civil Rights Act), and Section 14 hereof (relating to the Americans with Disabilities Act).

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with LICENSOR's General Rules and Regulations, including fire and safety rules as required by LICENSOR and/or local fire regulations, as such may exist from time to time. Without limiting the foregoing, Licensee shall obtain prior written approval from LICENSOR's General Manager at the Facility for any pyrotechnic displays which Licensee anticipates may be performed at the Facility during the term of this Agreement. Licensee agrees that it will not allow any officer, agent, employee, licensee or invitee at, in or about the Facility who shall, upon reasonable, non-discriminatory grounds, be objected to by LICENSOR and such person's right to use the Facility may be revoked immediately by LICENSOR.

3. Condition of Facility.

(a) The Facility will be prepared for each Event, and turned over to Licensee's care and control, by the end of the workday prior to each Event (if Event starts on after 2:00 pm on a weekday, the fields will be prepared by noon of that day). License shall have the right to conduct a visual inspection of the Facility, accompanied by an LICENSOR representative, to establish general consensus of turf and field condition prior to Event. Licensee's failure to perform such visual inspection does not excuse Licensee from its obligations and covenants in this Agreement. If it is determined by LICENSOR that damages, beyond normal wear and tear, to the Facility were caused during Licensee's Event use of the Facility, it will be the responsibility of Licensee to pay for such repairs to return the Facility to as was, or better, condition. Failure to pay for any such repairs could result in termination of this Agreement.

(b) LICENSOR shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by LICENSOR to accomplish the foregoing, said failure resulting from circumstances beyond the control of LICENSOR, shall not be considered a breach of this Agreement by LICENSOR, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of LICENSOR. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except portable equipment, shall, at the option of LICENSOR, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of **the Owner.**

4. Advertising.

(a) Licensee, having been so informed by LICENSOR, understands that LICENSOR has entered into and/or may hereafter (prior to the Event) enter into agreements with parties other than Licensee providing for, among other things, exclusive naming rights, exclusive event sponsorship rights, exclusive category advertising rights, exclusive signage and display rights and/or exclusive product brand, pouring and/or service rights in and relating to the Facility and that LICENSOR may be required, pursuant to one or more of such other agreements, to give notice of all booked events in the Facility to the holders of such rights for the purpose of initiating consideration and communications, at the option of such holders, regarding sponsorship of such events, including Licensee's Event. Licensee hereby acknowledges that LICENSOR has entered into exclusive advertising agreements in the automobile/auto dealer category and the hospital/medical services provider category and that no other such advertisers in these categories shall be permitted to be displayed at the Facility.

(b) With such understanding, Licensee acknowledges and agrees (i) that Licensee and its officers, employees, agents, contractors and subcontractors, including but not limited to all persons producing, promoting, advertising, staging, directing, performing, presenting, conducting and/or otherwise participating in the Event, shall cooperate fully with LICENSOR in its adherence to and performance of such other agreements and comply with all requirements imposed by LICENSOR arising from or relating to such other agreements in connection with Licensee's use of the Facility, including but not limited to due observance of all Facility branding and naming rights and proper use of the Facility name and logos in all advertising and other communications concerning or relating to the Event; and (ii) that LICENSEE shall not for any reason or purpose cover or otherwise alter or interfere with any displays, advertising, graphics, signage and/or other electronic or printed media in or about the Facility.

4. Term of License. The license granted in Section 1 above will be effective as of the dates and times set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the last date and time set forth on Exhibit A.

5. License Use Fee, Expenses, & Other Fees. In consideration of the grant of the license in Section 1 above, Licensee shall pay to LICENSOR a license fee and shall reimburse LICENSOR for certain service expenditures, all as calculated in accordance with the provisions set forth on Exhibit B and in accordance with generally accepted accounting principles, consistently applied.

(a) Licensee shall pay to LICENSOR a Fixed Use License Fee, as calculated on Exhibit B, for use of the Authorized Areas and services to include field prep, bases, mounds and field equipment, housekeeping services and supplies, trash removal services and supplies, dumpster removal, field lighting, restroom supplies, and access to potable water for source for team dug-out water as well as allow LICENSOR to collect a $1 per paid patron fee to help offset maintenance and capital project costs as outlined on Exhibit B.

(b) Licensee agrees to provide and pay it its sole expense for all items associated with the production and promoting of each Event including, but not limited to; advertising, tournament merchandise, insurance, trophies/awards, umpires & umpire accommodations, umpire schedules, balls, tournament staffing, sanctioning fees, golf carts, tents, radios, bracket sheets, bid fees/certificates, ice for dugout water coolers, water coolers, and delivering water to dugouts.

(c) Subject to availability, LICENSOR will provide Licensee a 10X20 vendor booth space on the concrete, for tournament related merchandise sales. Placement of booth space will be assigned by LICENSOR and booth tent, if applicable, must be properly secured to resist wind. LICENSOR will supply License with one (1) 110V power outlet at no additional cost. Additional power outlets can be rented by Licensee from LICENSOR for $50 per Event day. Additional electricity needs must be requested in advance and charge for usage will be placed on the Event settlement. LICENSOR will not be responsible for any lost or stolen items nor will it be responsible for any damage to vendor tent or equipment left overnight. No vendor booths will be permitted on the grass.

(d) Reimbursable Service Expenses:

(i) If LICENSOR is requested, by Licensee, to provide the following additional services (collectively, the "**Services**") above what is spelled out in Section 5 (f)(i), the expenditures for which will be reimbursable by Licensee to LICENSOR ("**Reimbursable Service Expenses**"): ticket takers, box office services, ticket seller labor, ushers, supervisors, and receptions; medical services for Event attendees, which services shall include ambulances, doctors, nurses, operations, supervisors, and paramedics; food and beverage services; security personnel; equipment and materials, or extra services furnished by LICENSOR at the request of Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse LICENSOR for actual costs incurred by LICENSOR in connection with the Services.

6. Payment Terms.

(a) Event Settlement Report. Within TEN (10) days after the conclusion of each Event, LICENSOR shall deliver to Licensee an Event Settlement Report setting forth the License Fee and Reimbursable Expenses related to the event. Licensee shall promptly pay balance due, to LICENSOR within five (5) business days from receipt of the Event Settlement Report. LICENSOR's failure to deliver the Settlement Report shall not excuse Licensee's obligation to pay any amounts due hereunder.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to LICENSOR a late charge of 1.5% per month on the unpaid balance.

(d) Security Deposit. In order to secure the reservation of the Authorized Area on the dates listed on Exhibit A and any fee amounts as may accrue from time to time under this Agreement, Licensee shall deliver into the custody of LICENSOR, at **least Ten (10) business days prior to the first scheduled Event in each calendar Year**, a check or money order payable to LICENSOR in the amount of **Two Thousand Five Hundred Dollars ($2,500.00)**. Should Licensee fail to host any Event under this Agreement for any reason other than Acts of God or fail to pay the License Fee due to LICENSOR in accordance with the terms of this Agreement, then LICENSOR may apply the proceeds of said check or other security in settlement thereof and License shall pay an additional security deposit in the same amount and manner for the remaining Events. The remedy provided under this Section 6(d) shall be non-exclusive and shall be in addition to any other remedy available to LICENSOR in this Agreement or in law or equity.

7. Taxes. LICENSOR shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

8. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to LICENSOR not less than thirty (30) days prior to the commencement of the first Event described in Exhibit A and shall keep in force at all times during the term of this Agreement:

(i) a comprehensive general liability insurance policy in form acceptable to LICENSOR, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars ($1,000,000) for bodily injury and One Million Dollars ($1,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, performers, volunteers, animals, off-premise activities, and fireworks or other pyrotechnical devices;

(ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to LICENSOR for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, LICENSOR, or otherwise, with a combined single limit of not less than One Million Dollars ($1,000,000) (including an extension of hired and non-owned coverage); and

(iii) applicable workers compensation insurance for Licensee's employees, as required by applicable law.

(b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) LICENSOR and Owner shall be named as additional insured thereunder. Not less than ten (10) days prior to the event, Licensee shall deliver to LICENSOR certificates of insurance evidencing the existence thereof, all in such form as LICENSOR may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of LICENSOR, Risk Management Director, 701 Market Street, 4th Floor, Philadelphia, PA, 19106, and **Jefferson County, Texas.**" If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to LICENSOR at least ten (10) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

(iv) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(c) The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against LICENSOR and Owner and their respective officers, directors, employees, and agents.

9. Indemnification.

(a) Licensee shall indemnify, defend, and hold harmless LICENSOR, Owner, and their respective officers, directors, agents, and employees from and against any and all Losses arising from (i) the matters described in Section 1(e)(iii) hereof, (ii) the matters described in Section 2(b) hereof, and/or (iii) personal or bodily injury to or death of persons or damage to the property of LICENSOR or Owner to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees.

(b) The provisions set forth in subparagraph (a) above shall survive termination of this Agreement.

10. Default, Termination and Other Remedies.

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Reimbursable Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 6(d) hereof by the date when due, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors, (iv) Licensee causes or permits any waste or damage to be done to the Facility, or any part thereof, (v) Licensee is adjudicated bankrupt or an involuntary petition in bankruptcy is filed against it or any of its properties is seized upon levy or execution, or (vi) a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack or union affiliation of persons employed by Licensee or any one with whom Licensee contracts. LICENSOR shall be in default under this Agreement if LICENSOR fails to perform or fulfill any term, covenant, or condition contained in this Agreement and LICENSOR fails to commence a cure thereof within five (5) business days after LICENSOR has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then LICENSOR may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

(b) Termination. Upon a default pursuant to Section 12(a) hereof, the nonbreaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, LICENSOR may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by LICENSOR for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, LICENSOR shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(d) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to LICENSOR by reason of this Agreement are unique and that LICENSOR may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore LICENSOR, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility.

11. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

12. Covenants. Licensee hereby covenants as follows:

a) Licensee shall not occupy or use the Facility except as provided in this Agreement and shall obey and enforce Facility policies as outlined in Exhibit C at all times.

b) Licensee shall comply with all legal requirements which arise in respect of the Facility and the use and occupation thereof.

c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "**Hazardous Material**" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of LICENSOR.

e) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility.

f) Licensee shall not operate any equipment or materials belonging to LICENSOR without the prior written approval of LICENSOR.

g) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated FIRE LANES and NO PARKING areas shall be kept vehicle free at all times. Towing of vehicles in these designated areas will be strictly enforced.

h) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by generally accepted youth baseball associations, including NATIONS, USSSA, etc.

i) Licensee shall not assign to a third party, encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of LICENSOR.

j) With respect to any Event at the Facility, Licensee shall comply fully with any and all federal, state, foreign, local, and municipal intellectual property statutes, laws, regulations, ordinances, rules, constitutional provisions, common laws, and rights of others in any copyrights or other intellectual property rights applicable to Licensee's activities at the Facility, including, without limitation, compliance with any licenses for the use of musical works and other matters protected by intellectual property rights of others. Licensee shall indemnify, defend and hold Operator and all other Indemnities designated in Paragraph of this Agreement harmless from any liability, claims or costs, including attorney's fees, arising from the use of any such protected materials or such claims of infringement or violation of the rights of the owner.

k) Licensee is not permitted to engage in the sell and/or distribution of food and/or beverages at the Facility. LICENSOR will be responsible for the sale of all food and/or beverages and concessions service at the Facility.

l) LICENSOR will have the sole right to assign fields or cancel any Events if LICENSOR determines the fields are not playable. The decision to cancel games or tournaments will be made with input from the Licensee and consideration of the needs of the tournament.

m) Licensee agrees to abide by the policies set by LICENSOR in regard to the use of the Facility. LICENSOR will provide Licensee with written policies and any changes or updates to these policies. Failure to abide by these policies is grounds for termination of this Agreement.

n) LICENSOR will have the right to solicit advertising and sponsorship for the Facility and tournaments at the Facility and keep all such revenue it derives thereof. These sponsors will have the right to display signage, give out information; coupons and samples.

o) Licensee will provide to LICENSOR, no later than three (3) business days prior to each Event date, a complete and accurate list of the number of registered teams and base distance assignments for each field.

p) Jefferson County reserves the right to evaluate the impact Licensee's field crews and other employees have on the fields during each Event to determine if this agreement shall be void and renegotiated.

13. RESERVATION OF RIGHTS. LICENSOR reserves all rights not specifically granted to LICENSEE under the terms hereof, including but not limited to the sole right to sell or give away food and beverage items and souvenir merchandise, to broadcast or stream Events and collect revenues for said broadcasts, to take photographs of the Events and publish them, and other privileges. LICENSEE shall not engage in, permit to occur or undertake the sale or distribution (either purchased or complimentary) of any of the aforesaid or similar articles or privileges, without the prior written consent of the LICENSOR.

14. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

145. Americans With Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("**ADA**"). Licensee represents that it has viewed or otherwise apprised itself of the access into

the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any violations of the ADA that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event are in compliance with the ADA.

156. Construction of this Agreement

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of Jefferson County, Texas, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of LICENSOR and Licensee with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of LICENSOR, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. LICENSOR and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, LICENSOR or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

167. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of LICENSOR

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to LICENSOR: Jefferson County, TX
1149 Pearl Street
Beaumont, TX 77701
Attention: County Judge

If to Licensee: GT BASEBALL
4320 CHRISTINA COURT
BEAUMONT, TX 77706
Attention: Mr. Brian Tillery

(d) Non-Exclusive Use. LICENSOR shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(e) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of LICENSOR, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, LICENSOR is hereby released by Licensee from any damage so caused thereby.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

Jefferson County, Texas

By:_____

Name:_____

Title:_____

Date:_____

GT Baseball, Mr. Brian Tillery

By: Brian K Tillery

Name: Brian Tillery

Title: Director

Date: 1/31/12

EXHIBIT A TO USE LICENSE AGREEMENT: TOURNAMENT DATES

Authorized Area	Day	2017 Date(s)	Purpose
Ford Fields	Saturday	2/18/17	February Frost
" "	Sunday	2/19/17	" "
Ford Fields	Saturday	3/4/17	Texas Slugfest
" "	Sunday	3/5/17	" "
Ford Fields	Saturday	3/18/17	~~Frozen Turf~~ Battle of Texas (5th)
" "	Sunday	3/19/17	" "
Ford Fields	Saturday	4/1/17	April Fools
" "	Sunday	4/2/17	" "
Ford Fields	Saturday	4/22/17	Super NIT
" "	Sunday	4/23/17	" "
Ford Fields	Saturday	5/13/17	Lights Out
" "	Sunday	5/14/17	" "
Ford Fields	Saturday	6/24/17	Super State
" "	Sunday	6/25/17	" "

_____
Initial

EXHIBIT B TO USE LICENSE AGREEMENT

License Use Fee and Other Terms

1. Facility Use License Fee Schedule:
   a. Two (2) day usage: Saturday & Sunday: $6,615.00
   b. Two (2) day + additional days: $6,615.00 + $85/field/additional day

2. Use Licensee Fee Annual Rate Increase:
   a. The Use License Fee will automatically increase 5% annually to offset inflation.

3. Use License Agreement Due Date:
   a. If this signed Agreement is not returned by **February 7, 2017** with the security deposit specified in Paragraph 6d, the dates and services listed herein may be released and actively marketed for lease by LICENSOR.

Initial

EXHIBIT C TO USE LICENSE AGREEMENT

FORD PARK FIELD POLICIES

1. PROHIBITED ITEMS: Alcohol and tobacco products, weapons (guns, knives, chains, etc), bicycles, Heely's, scooters, skates, animals/pets (except service animals), electric /propane powered heating and cooling devices, and sidewalk chalk.

2. **Absolutely no nuts with shells (incl. Sunflower seeds, pistachio and peanuts) in the facility at anytime. Failure to adhere to this rule can result in additional cleaning charges being assessed.**

3. NO SOFT TOSS INTO FENCES. SOFT TOSS INTO NETTING IN WARM-UP AREAS NEAR MAIN ENTRANCE, OR PERSONAL POP-UP NETS ONLY.

4. Profane language, gestures, clothing, etc will not be tolerated and will result in removal of person(s) from the property.

5. Portable radio devices will be allowed but ONLY at a volume not to be heard on adjacent fields. Failure to of teams to comply will result in removal of the device.

6. VEHICLES IN MARKED FIRE LANES, EMERGENCY EXITS, AND DESIGNATED NO PARKING AREAS WILL BE SUBJECT TO TOW AT THE VEHICLES OWNERS EXPENSE.

BF
Initial

AGENDA ITEM **February 13, 2017**

Consider and possibly approve the Use License Agreement between Jefferson County, Texas and Newtron Beaumont LLC for the annual company crawfish boil.

JEFFERSON COUNTY/ FORD PARK
USE LICENSE AGREEMENT

THIS **USE LICENSE AGREEMENT** (the "Agreement") is made this **9th** day of **January, 2017**, by and between Jefferson County, TX ("LICENSOR") and **Newtron Beaumont LLC,** whose current address is **1905 Industrial Park Drive, Nederland, TX 77627** ("LICENSEE").

NOTE: NO ALTERATIONS MAY BE MADE TO THIS AGREEMENT WITHOUT NOTICE TO AND APPROVAL BY LICENSOR.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and agreements herein contained the parties hereto, intending to be legally bound, hereby agree as follows:

1) GRANT OF LICENSE. Jefferson County hereby grants LICENSEE, upon the terms and conditions hereinafter expressed, a license:
   a) To use the area(s) of the Facility described here: **Ford Park Lobby & Orange Room**
   b) Solely for the purpose of the presentation of: **Company Crawfish Boil**
   c) Effective on the following dates and times, unless earlier terminated as set forth in the "Default, Termination and Other Remedies" Section of this license or otherwise herein,

Authorized Area	Day, Date and Time of Use	Purpose
Lobby & Orange Room	Friday, May 5, 2017 8am – 5pm	Move-in
Orange Room	5pm – 5:45pm	Pre-event
Lobby	5:45pm – 10pm	Banquet
	10pm – midnight	Move-out

The use of the Facility as described in 1) a), b) and c) above shall hereinafter be referred to as the "Event".

2) LICENSE FEE AND OTHER EXPENSES. In consideration of the grant of this license, LICENSEE shall pay to Jefferson County a License Fee and other prescribed amounts, and shall reimburse Jefferson County for certain expenses ("Reimbursable Services Expenses"), as described and prescribed in this section 2), as follows:
   a) (i) **License Fee**. LICENSEE shall pay to LICENSOR a fee of **Thirteen Hundred Seventy-Five and No/100 Dollars ($1,375.00)** for rental of the authorized areas.
      - The License Fee **includes** the following items: Necessary facility-owned tables and chairs; pipe & drape or curtaining; staging per client instruction;

Fee:

Licensee Initials

podium; one (1) mic and house sound to play CD, if requested. This is not an all-in fee.

- The License Fee **does not include**, among other exclusions, the following: AV, insurance, catering, phone or internet connections (if requested), entertainment, uniformed officers, EMS crew, event staff, housekeeping, operations labor, any rented furniture/equipment or anything not specifically mentioned above.

b) **Reimbursable Services Expense**.

LICENSOR shall provide, as required for each Event, the following services and equipment, the expenditure for, and costs of, which are reimbursable by LICENSEE to LICENSOR ("Reimbursable Services Expense") unless specifically included in the License Fee as described in 2 (a) above. These Reimbursable Services Expenses include, but are not limited to, the following expenses, costs and charges: event services staff, electricians, ushers, supervisors, and any other LICENSOR employee necessary for the preparation and presentation of the Event; and services provided by LICENSOR, including police officer(s), fire marshal(s), EMT(s) (required for all events serving alcohol and/or sporting events), catering, food and beverage services, insurance coverage, security personnel, electricians. All equipment or services will be billed at prevailing rates and all staff will be billed at prevailing wage rate for positions held and tasks performed for the time period worked as furnished by LICENSOR at the request of LICENSEE or required by LICENSOR to properly prepare for and present the Event. Notwithstanding anything contained herein to the contrary, LICENSOR shall determine the level of staffing necessary for the Event in its sole discretion, after consultation with, and input from, LICENSEE. LICENSEE shall inform LICENSOR at least two weeks in advance of the Event, in writing, of its requirements for services and equipment in support of the Event. In the event LICENSEE fails to so inform LICENSOR, then the decisions of LICENSOR as to necessary services and support shall control.

Deposit & contract due dates:

Licensee Initials

c) LICENSEE shall pay to LICENSOR Jefferson County a ***non-refundable deposit*** in the amount of **Thirteen Hundred Seventy-Five and No/100 Dollars ($1,375.00)** in the form of a cashier's check, wire transfer, cash, or other immediately negotiable form, which is due **no later than April 3, 2017**. Upon receipt by, and a majority vote to approve by Jefferson County Commissioners' Court, a fully executed copy of this Agreement will then be forwarded to LICENSEE. Any other amounts due to hereunder for Reimbursable Services Expenses, or other amounts as specified herein, will be due upon Final Settlement.

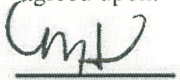
d) If LICENSEE cancels said Event, the LICENSEE shall reimburse LICENSOR for its actual costs and expenses incurred in connection with scheduling personnel and services, and advertising and marketing expenses, if applicable, and LICENSOR shall retain the deposit as described above.

3. ADVERTISING

A) LICENSEE, having been so informed by LICENSOR, understands that LICENSOR has entered into and/or may hereafter (prior to the Event) enter into agreements with parties other than LICENSEE providing for, among other things, exclusive naming rights, exclusive event sponsorship rights, exclusive category advertising rights, exclusive signage and display rights and/or exclusive product brand, pouring and/or service rights in and relating to the Facility and that LICENSOR may be required, pursuant to one or more of such other agreements, to give notice of all booked events in the Facility to the holders of such rights for the purpose of initiating consideration and communications, at the option of such holders, regarding sponsorship of such events, the Facility. Neither LICENSOR nor such sponsors have any rights relating specifically to the Event without the prior written approval and consent of LICENSEE. With such understanding, LICENSEE acknowledges and agrees (i) that LICENSEE and its officers, employees, agents, contractors and subcontractors, including but not limited to all persons producing, promoting, advertising, staging, directing, performing, presenting, conducting and/or otherwise participating in the Event, shall, subject to performing artist approval, cooperate fully with LICENSOR in its adherence to and performance of such other agreements to the extent that adherence does not compromise or unreasonably interfere with the performance or production of the Event or conflict with any tour sponsorship requirements of the performing artists and comply with all requirements imposed by LICENSOR arising from or relating to such other agreements in connection with LICENSEE's use of the Facility, including but not limited to due observance of all Facility branding and naming rights and proper use of the Facility name and logos and the LICENSOR name and logo in all advertising and other communications concerning or relating to the Event; (ii) that LICENSEE shall not for any reason or purpose cover or otherwise alter or interfere with any displays, advertising, graphics, signage and/or other electronic or printed media in or about the Facility without the prior written approval of LICENSOR; and (iii) that all rights to place advertising on ticket backs, ticket stubs and all other parts of LICENSEE's tickets are reserved in favor of LICENSOR. All communications and media pertaining to the Event shall be submitted to the Facility Marketing Department for approval prior to production, printing, or distribution.

e) B) NAMING RIGHTS; REFERENCE TO NAME OF FACILITY. When referring to the Facility during the term of this Agreement, **LICENSEE shall use the name and logo "Ford Park" or "Ford Arena"** (or such replacement name, as designated by the Facility Marketing Department) and no other name and shall use reasonable efforts to require third parties that it contracts with in connection with the Facility to do the same. **The use and designation of the Facility's name and logo shall include, but not be limited to, printed materials, advertising, admission tickets and public relations or promotional press releases.** Inadvertent failures to use the name as set forth herein shall not be deemed a breach of this Agreement. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge that Southeast Texas Ford Dealers is a third party beneficiary of only this Section of this Agreement and that Southeast Texas Ford Dealers shall have all of the rights of a third party beneficiary allowed by applicable law.

Use of Ford Park logo agreed upon:



Licensee Initials

4) TAXES. LICENSOR shall not be liable for the payment of taxes, late charges or penalties of any nature relating to the Event or otherwise, or any revenue received by or payments made to LICENSEE in respect of the Event, except as provided by law or as otherwise specified herein. LICENSEE shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by LICENSEE.

5) INSURANCE.

a) LICENSEE shall, at its own expense, secure and deliver to LICENSOR not less than thirty (30) days prior to the Event and shall keep in force at all times during the duration of this Agreement:

i) A comprehensive general liability insurance policy in a form acceptable to LICENSOR, including public liability and property damage, covering its activities hereunder, in an amount not less than one million dollars ($1,000,000) for bodily injury and one million dollars ($1,000,000) for property damage, including blanket contractual liability and independent contractors. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, open floor, performers, volunteers, animals, off-premise activities and fireworks or other pyrotechnical devices;

b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

Insurance agreed upon:

Licensee Initials

i) **Jefferson County, TX shall be listed as additional insured here under**. Not less than thirty (30) days prior to the Event, LICENSEE shall deliver to LICENSOR certificates of insurance evidencing the existence thereof, in such a form as LICENSOR may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "**This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to the County Judge's office at 1149 Pearl Street, 4th Floor, Beaumont, TX 77701.** If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of the Event, LICENSEE shall deliver to LICENSOR at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

ii) The coverage provided under such policies shall be occurrence based, and not claims made.

iii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

iv) LICENSEE hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the

liabilities or obligations of LICENSEE under this Agreement, including, without limitation, LICENSEE's indemnification obligations under the "Indemnification" Section below.

c) The terms of all insurance policies referred to in this Section shall preclude subrogation claims against LICENSOR and Owner and their respective officers, employees and agents.

6) RESERVATION OF RIGHTS.

LICENSOR reserves all rights not specifically granted to LICENSEE under the terms hereof, including but not limited to the sole right to sell or give away food and beverage items and souvenir merchandise, to conduct check rooms, to take photographs and other privileges. LICENSEE shall not engage in, permit to occur or undertake the sale or distribution (either purchased or complimentary) of any of the aforesaid or similar articles or privileges, without the prior written consent of the LICENSOR. LICENSOR is responsible for providing all personnel and/or subcontracted personnel (at LICENSOR's sole discretion) to operate all food and beverage concessions (including the preparation, selling or distribution of any kind), and merchandise sales, and to retain all proceeds from same. LICENSOR will have the sole right to determine whether alcoholic beverages (beer, wine and assorted mixed drinks) will be sold during the Event. LICENSEE shall not cause or permit beer, wine or liquors of any kind to be sold, given away, or brought into the Facility or used upon the Facility except upon prior written permission of LICENSOR.

7) USE OF THE FACILITY.

a) In the event LICENSEE desires to use the Authorized Areas specified in Section 1), or any other portion of the Facility, at any time other than during the dates and times specified in 1) above, LICENSEE shall request from LICENSOR prior written permission to use such areas. In the event such permission is granted, LICENSEE shall pay as additional rent an amount equal to the sum of LICENSOR's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by LICENSOR to represent fair value for use of such additional areas of the Facility during such date(s) and time(s).

b) In rendering the Facility to LICENSEE, LICENSOR does not relinquish the right to control the management thereof, and to enforce all the necessary and proper rules for the management and operation of the same; and that LICENSOR, their agents, their employees and the General Manager of said Facility may enter the same, and all of the Authorized Areas, at any time and on any occasion. LICENSOR reserves the right, but not the responsibility, through its General Manager and its representatives to eject any objectionable person(s) from said Facility, and upon the exercise of this authority through the General Manager, agents or police, the LICENSEE hereby waives any right and all claims for damages against LICENSOR. Unless otherwise specified in writing, LICENSOR shall be privileged to schedule other similar events both before and after date(s) of the Event specified in this Agreement without notice to LICENSEE.

c) LICENSEE shall not use the Facility or permit the Facility to be used by any of its officers, agents, employees, guests or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on or near the Facility. If LICENSOR, in consultation with local law enforcement, believes, in its sole discretion, that such acts are reasonably likely to occur, or that the event could pose imminent safety risks to artists, patrons, or venue staff, LICENSOR (through its general manager) may in its sole discretion take any legal means to necessary prevent such occurrences, including immediate termination of this Agreement. LICENSEE agrees to indemnify and hold harmless LICENSOR from any claims relating to actions or omissions by LICENSOR in conformity with this Section 10(c).

8) CONDITION OF FACILITY.

a) LICENSEE acknowledges that LICENSEE has inspected the Facility and that LICENSEE is satisfied with and has accepted the Facility in its present condition.

b) LICENSOR shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that said LICENSEE shall not injure nor mar, nor in any manner deface, said premises and shall not cause nor permit anything to be done whereby said premises shall be in any manner injured or marred or defaced nor shall LICENSEE drive nor permit to be driven, any nails, hooks, tacks or screws in any part of said Facility nor shall LICENSEE make or allow to be made any alteration of any kind therein. That if said premises, or any portion of said Facility or grounds, during the term of this Agreement shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE's agents, employees, contractors, subcontractors, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR upon demand, such sum as shall be necessary to restore said premises to their original condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Facility, or to any portion of said Facility and grounds by consent of LICENSEE or by or with the consent of LICENSEE's employees or any person acting for or on behalf of said LICENSEE and said LICENSEE agrees to have on hand at all times sufficient security (including but not limited to Facility event staff and door guards, contracted security and/or Jefferson County Sheriff Department officers) to maintain order and protect persons and property. If LICENSOR deems necessary a refundable damage deposit will withheld during settlement and will be refunded upon a walk through of the Facility if LICENSOR deems no damage has been incurred.

c) LICENSEE shall not make any alterations or improvements to the Facility without the prior written consent of LICENSOR. Any alterations or improvements of whatever nature made or placed by LICENSEE to or on the Facility, except movable trade fixtures, shall, at the option of LICENSOR:

i) Be removed by LICENSEE, at LICENSEE's expense, immediately upon the conclusion of the Event; or become the property of Owner.

ii) The LICENSEE shall reimburse LICENSOR for any cost LICENSOR incurs in the removal or storage of alterations or improvements not promptly removed by LICENSEE.

9) RESPONSIBILITY FOR PROPERTY IN THE FACILITY.

a) LICENSOR assumes no responsibility whatsoever for any property placed in Facility, and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of Facility or any part thereof under this Agreement and all watchmen or other protective service desired by LICENSEE must be arranged for by special agreement with LICENSOR. LICENSOR shall have the sole right to collect and have the custody of articles left in the Facility by persons attending any performance, exhibition or entertainment given or held in the demised premises and the LICENSEE or any person in LICENSEE's employ shall not collect nor interfere with the collection or custody of such articles.

b) In the event that the Authorized Areas of the Facility are not vacated by LICENSEE on the date named at the end of the duration for which said portions of Facility are to be used by LICENSEE in accordance with this Agreement, LICENSOR shall be and is hereby authorized to move from Facility at the expense of the LICENSEE, goods, wares, merchandise and property of any and all kinds and description, which may be then occupying the portion of Facility on which the duration of this Agreement has expired, and LICENSOR shall not be liable for any damages or loss to goods, wares, merchandise or other property which may be sustained, either by reason of such removal or by the place to which it may be removed to and LICENSOR is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this Agreement any effects of LICENSEE remain in the Facility, LICENSOR shall be entitled to charge the sum per day as provided in this Agreement as the payment to be made for time for load in and load out. Vendors are not allowed to load out any materials using land or pushcarts before the event has ended and the general public has cleared the arena floor.

10) INDEMNIFICATION.

a) LICENSEE shall indemnify, defend, and hold harmless LICENSOR, Owner, and their respective officers, agents and employees from and against any and all losses, arising from:

i) LICENSEE's failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, the "Laws") applicable to LICENSEE's performance of this Agreement.

ii) Any unlawful acts on the part of LICENSEE, its officers, agents, employees, contractors or subcontractors.

iii) Personal or bodily injury to or death of persons or damage to the property of LICENSOR or Owner or loss of income to LICENSOR or Owner to the extent caused or alleged to be caused by the negligent acts, errors and/or omissions or the willful misconduct of LICENSEE, its officers, agents, employees, contractors or subcontractors; or LICENSEE, or invitees; provided, however, that LICENSEE's

obligations under this Section 13(a) shall not extend to losses solely arising from the willful misconduct (or gross negligence) of LICENSOR.

iv) The material breach or default by LICENSEE, its officers, agents, employees, contractors or subcontractors of any provisions of this Agreement.

b) LICENSOR shall indemnify, defend and hold harmless LICENSEE, its officers, agents and employees from and against any and all losses arising from:

i) Personal or bodily injury to or death of persons or damage to the property of LICENSEE to the extent caused by the negligent acts errors and/or omissions or willful misconduct of LICENSOR, its officers or employees; or

ii) The material breach or default by LICENSOR, its officers or employees of any provisions of this Agreement; provided, however, that the foregoing indemnification shall not extend to losses to the extent such losses:

(1) Arise from any default or breach by LICENSEE of its obligations under this Agreement, including, without limitation, subparagraph (a), of this Section; or

(2) Are caused by or arise out of the services provided by contractors and other agents retained by Owner in connection with the management of the Facility; or

(3) Are caused by or arise out of the services provided by independent contractors used by LICENSOR in connection with the management of the Facility.

c) The provisions set forth in subparagraphs (a) and (b) of this Section shall survive termination of this Agreement.

11) DEFAULT, TERMINATION AND OTHER REMEDIES.

a) Default.

i) LICENSEE shall be in default under this Agreement if any of the following occur:

(1) LICENSEE fails to pay any amount when due hereunder (including, without limitation, the License Fee, the required deposits, or the Reimbursable Services Expense) when the same are required to be paid hereunder; or

(2) LICENSEE, its officers, employees or agents fails to perform or fulfill any other term, covenant or condition contained in this Agreement and LICENSEE fails to commence a cure thereof within two (2) business days after LICENSEE has been served with written notice of same; or

(3) LICENSEE makes a general assignment for the benefit of creditors.

ii) LICENSOR shall be in default under this Agreement if LICENSOR fails to perform or fulfill any term; covenant or condition contained in this Agreement and LICENSOR fails to commence a cure thereof within two (2) business days after LICENSOR has been served with written notice of such default.

iii) Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) in "Indemnification" Section above, if the breach by LICENSEE, its officers, employees or agents of such other term, covenant or

condition is such that it threatens the health, welfare or safety of any person or property, then LICENSOR may, in its discretion, require that such breach be cured in less than two (2) business days or immediately.

b) Termination. Upon a default pursuant to subparagraph (a) above, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate this Agreement and the obligations of the parties with respect thereto.

c) Injunctive Relief. In addition to any other remedy available at law, equity or otherwise, LICENSOR shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by LICENSEE upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

d) Unique Qualities. The parties agree and acknowledge that the Event is a unique entity and, therefore, the rights and benefits that will accrue to LICENSOR by reason of this Agreement are unique and that LICENSOR cannot be adequately compensated in money damages for LICENSEE's failure to comply with the material obligations of LICENSEE under this Agreement and that therefore LICENSOR shall have the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that LICENSEE fails to fulfill its obligation to hold the Event at the Facility.

e) Late Charges. If LICENSEE fails to pay any amounts when due under this Agreement, LICENSOR may choose any or all of the following options, at it's sole option, without the restriction or limitation to pursue other remedies:

i) Cancel this LICENSEE Agreement,

ii) Require LICENSEE to pay, in full, the entire outstanding balance due on all fees, projected expenses, etc., immediately.

iii) Require LICENSEE pay to LICENSOR a late charge of one and a half percent (1.5%) per month on the unpaid balance.

12) REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other party, and agrees as follows:

a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery and performance of this Agreement; and

c) No litigation or pending or threatened claims or litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

13) COVENANTS. LICENSEE hereby covenants and agrees as follows:

a) LICENSEE shall not occupy or use the Facility except as provided in this Agreement.

b) LICENSEE shall comply with all legal requirements that arise in respect to the Facility and the use and occupation thereof.

i) The following items are prohibited within any areas of the Facility without written permission by LICENSOR:

(1) Propane and propane powered vehicles, equipment and displays.

(2) Possession, application or distribution of any self-adhesive stickers, promotional items, posters or similar items on the ingress or egress of the Event or inside the Facility.

(3) Any self-adhesive material including tape, stickers, etc. in general and specifically not used to display banners and/or posters of any kind for events, radio station promotions, etc.

(4) Guns, knives, electronic shock devices or other weapons that could be used to harm another individual or property.

(5) Food or food products, either for sale or sample distribution (free samples).

(6) Helium or other lighter than air filled balloons.

(7) Open flame candles or other fixtures with an open flame.

(8) Recording devices (video, audio or photographic) for the intent to distribute or to re-sell.

(9) Laser pens or other laser light-type pointing devices.

c) LICENSEE shall not advertise, paint, post or exhibit, nor allow to be advertised, painted, posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside or outside or on any part of the Facility except upon written permission of LICENSOR and for such time and in such location as designated by LICENSOR Management. Which permission/consent/approval shall not be unreasonably withheld or delayed. LICENSEE shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by LICENSOR.

d) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works.

e) LICENSEE shall not operate or use any equipment or materials belonging to LICENSOR without the prior written approval of LICENSOR.

f) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

g) No collections, whether for charity or otherwise, shall be made, attempted or announced at the Facility, without first having made a written request and received the prior written consent of LICENSOR.

h) Utilities.

i) Electric.

(1) Representative of LICENSOR or the approved LICENSOR electrical contractor must make all electrical connections other than one hundred ten (110) volt wall connections. Multiple plugs per standard one hundred ten (110) volt outlet such as twin sockets, cube taps, and etc. will not be permitted. All electrical equipment shall be properly wired and meet Fire Underwriters Laboratory specifications.

ii) Water.

(1) LICENSOR agrees to furnish water by means of the appliance installed for ordinary toilet or janitor purposes, but for no other purpose, unless otherwise specifically provided for in this contract. Water closets and water apparatus will not be used for any purpose other than for which they are constructed and no sweepings, rubbish, paper or other substances shall be thrown therein. LICENSEE shall pay any damage resulting to them on account of misuse of any nature or character whatever.

iii) Lighting. Normal lighting provided by fixed Facility fixtures will be maintained throughout the Event at no additional cost to LICENSEE. Work-level lighting will be provided during load-in and load-out and additional lighting provided at other times as determined to be necessary by LICENSOR.

14) CIVIL RIGHTS ACT. During the performance of this Agreement, LICENSEE shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights and Human Rights and opportunities.

15) AMERICANS WITH DISABILITIES ACT. LICENSOR shall be responsible for ensuring that, within reason based on current structural limitations or equipment and Facility limitations, access into the Facility complies with the Americans With Disabilities Act, as amended ("ADA"). LICENSOR shall also be responsible for ensuring, to the extent reasonably possible, that the common areas inside the Facility (i.e. elevator access, ramp access, restrooms) are accessible to, and usable by, individuals with disabilities to an extent possible within any current limitations of the Facility. With respect to any Event at the Facility, LICENSEE recognizes that it is subject to the provisions of Title III of the ADA. LICENSEE represents that it has viewed or otherwise appraised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas and other conditions of the Facility as adequate for LICENSEE's responsibilities under the ADA. LICENSEE shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as LICENSEE modifies, rearranges or sets up in the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for any violations of the ADA that arise from LICENSEE's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies in connection with an Event are in compliance with the ADA.

16) CONSTRUCTION OF THIS AGREEMENT.

a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the Laws of the United States of America and State of Texas, and all of the ordinances of the City of Beaumont, Texas and the rules and regulations of LICENSOR for the government and management of said Facility, together with all rules and regulations of the Police and Fire Departments of the City of Beaumont, and if the attention of said LICENSEE is called to such violation on the part of the LICENSEE, said LICENSEE will immediately desist from and correct said violation.

b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations of LICENSOR and LICENSEE with respect to the Facility. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

e) Time. Time is of the essence hereof, and every term, covenant and condition shall be deemed to be of the essence hereof.

f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of LICENSOR, and to such successors and assigns of LICENSEE as are permitted to succeed to the LICENSEE's right upon and subject to the terms hereof.

g) Independent Contractor; No Partnership. LICENSOR and LICENSEE shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, LICENSOR or LICENSEE a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

17) MISCELLANEOUS.

a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any

way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by LICENSEE without the prior written consent of LICENSOR. LICENSOR shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, LICENSOR shall have no further liability to LICENSEE hereunder for the performance of any obligations or duties arising after the date of such assignment.

c) Notices. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either:

i) When delivered personally to the party for whom intended.

ii) Upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery; or

iii) On delivery by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to LICENSOR, to:

LICENSOR/Ford Park
1149 Pearl Street, 4th Floor
Beaumont, TX 77701
Attention: County Judge

If to LICENSEE, to:

Newtron Beaumont LLC
Attn: Motchen Hayes mhayes@ntned.com
1905 Industrial Park Drive
Nederland, TX 77627

18) NON-EXCLUSIVE USE. LICENSOR shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

19) FORCE MAJEURE. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of LICENSOR, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, strikes, failure of public utilities or unusually severe weather,

prevents occupancy and use, or either, as granted in this Agreement, LICENSOR is hereby released by LICENSEE from any damage so caused thereby.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement along with attached Reimbursable Services Expense Estimate, which is hereby made an integral part of this Agreement.

Jefferson County, Texas,
owner of Ford Park

Signature: _____

Printed Name: Jeff Branick

Title: County Judge

Date: _____

("LICENSOR"/Jefferson County, Texas)

NEWTRON BEAUMONT LLC

Signature: Motchen Hayes

Printed Name: Motchen Hayes

Title: Office Manager

Date: 1-19-17

("LICENSEE")

JEFFERSON COUNTY/ FORD PARK
USE LICENSE AGREEMENT

THIS **USE LICENSE AGREEMENT** (the "Agreement") is made this **9th** day of **January, 2017**, by and between Jefferson County, TX ("LICENSOR") and **Newtron Beaumont LLC,** whose current address is **1905 Industrial Park Drive, Nederland, TX 77627** ("LICENSEE").

NOTE: NO ALTERATIONS MAY BE MADE TO THIS AGREEMENT WITHOUT NOTICE TO AND APPROVAL BY LICENSOR.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and agreements herein contained the parties hereto, intending to be legally bound, hereby agree as follows:

1) GRANT OF LICENSE. Jefferson County hereby grants LICENSEE, upon the terms and conditions hereinafter expressed, a license:

   a) To use the area(s) of the Facility described here: **Ford Park Exhibit Hall**

   b) Solely for the purpose of the presentation of: **Company Crawfish Boil**

   c) Effective on the following dates and times, unless earlier terminated as set forth in the "Default, Termination and Other Remedies" Section of this license or otherwise herein,

Authorized Area	Day, Date and Time of Use	Purpose
Exhibit Hall	Friday, May 5, 2017 8am – 5pm	Move-in
	Saturday, May 6, 2017 8am – 9am	Move-in
	9am - Doors; 10am – 5pm	Event
	5pm – 7pm	Move-out

The use of the Facility as described in 1) a), b) and c) above shall hereinafter be referred to as the "Event".

2) LICENSE FEE AND OTHER EXPENSES. In consideration of the grant of this license, LICENSEE shall pay to Jefferson County a License Fee and other prescribed amounts, and shall reimburse Jefferson County for certain expenses ("Reimbursable Services Expenses"), as described and prescribed in this section 2), as follows:

   a) (i) **License Fee**. LICENSEE shall pay to LICENSOR a fee of **Forty-Four Hundred and No/100 Dollars ($4,400.00)** for rental of the authorized area. This is not an all-in fee.

      - The License Fee **includes** the following items: Necessary facility-owned tables and chairs; bike rack; pipe & drape or curtaining; staging per client

Fee:

Licensee Initials

instruction; podium; one (1) mic and house sound to play CD, if requested. This is not an all-in fee.

- The License Fee **does not include**, among other exclusions, the following: AV, insurance, catering, phone or internet connections (if requested), entertainment, uniformed officers, EMS crew, event staff, housekeeping, operations labor, any rented furniture/equipment or anything not specifically mentioned above.
- **It is understood and accepted by Licensee that one week prior to the event, Licensee (or vendor) must contact the City of Beaumont Environmental Health to arrange for a visit to inspect cooking rig and i**

b) **Reimbursable Services Expense**.

LICENSOR shall provide, as required for each Event, the following services and equipment, the expenditure for, and costs of, which are reimbursable by LICENSEE to LICENSOR ("Reimbursable Services Expense") unless specifically included in the License Fee as described in 2 (a) above. These Reimbursable Services Expenses include, but are not limited to, the following expenses, costs and charges**:** event services staff, electricians, ushers, supervisors, and any other LICENSOR employee necessary for the preparation and presentation of the Event; and services provided by LICENSOR, including police officer(s), fire marshal(s), EMT(s) (required for all events serving alcohol and/or sporting events), catering, food and beverage services, insurance coverage, security personnel, electricians. All equipment or services will be billed at prevailing rates and all staff will be billed at prevailing wage rate for positions held and tasks performed for the time period worked as furnished by LICENSOR at the request of LICENSEE or required by LICENSOR to properly prepare for and present the Event. Notwithstanding anything contained herein to the contrary, LICENSOR shall determine the level of staffing necessary for the Event in its sole discretion, after consultation with, and input from, LICENSEE. LICENSEE shall inform LICENSOR at least two weeks in advance of the Event, in writing, of its requirements for services and equipment in support of the Event. In the event LICENSEE fails to so inform LICENSOR, then the decisions of LICENSOR as to necessary services and support shall control.

Deposit & contract due dates:

UMH

Licensee Initials

c) LICENSEE shall pay to LICENSOR Jefferson County a ***non-refundable deposit*** in the amount of **Forty-Four Hundred and No/100 Dollars ($4,400.00)** in the form of a cashier's check, wire transfer, cash, or other immediately negotiable form, which is due **no later than April 3, 2017**. Upon receipt by, and a majority vote to approve by Jefferson County Commissioners' Court, a fully executed copy of this Agreement will then be forwarded to LICENSEE. Any other amounts due to hereunder for Reimbursable Services Expenses, or other amounts as specified herein, will be due upon Final Settlement.

d) If LICENSEE cancels said Event, the LICENSEE shall reimburse LICENSOR for its actual costs and expenses incurred in connection with scheduling personnel and services, and advertising and marketing expenses, if applicable, and LICENSOR shall retain the deposit as described above.

3. ADVERTISING

A) LICENSEE, having been so informed by LICENSOR, understands that LICENSOR has entered into and/or may hereafter (prior to the Event) enter into agreements with parties other than LICENSEE providing for, among other things, exclusive naming rights, exclusive event sponsorship rights, exclusive category advertising rights, exclusive signage and display rights and/or exclusive product brand, pouring and/or service rights in and relating to the Facility and that LICENSOR may be required, pursuant to one or more of such other agreements, to give notice of all booked events in the Facility to the holders of such rights for the purpose of initiating consideration and communications, at the option of such holders, regarding sponsorship of such events, the Facility. Neither LICENSOR nor such sponsors have any rights relating specifically to the Event without the prior written approval and consent of LICENSEE. With such understanding, LICENSEE acknowledges and agrees (i) that LICENSEE and its officers, employees, agents, contractors and subcontractors, including but not limited to all persons producing, promoting, advertising, staging, directing, performing, presenting, conducting and/or otherwise participating in the Event, shall, subject to performing artist approval, cooperate fully with LICENSOR in its adherence to and performance of such other agreements to the extent that adherence does not compromise or unreasonably interfere with the performance or production of the Event or conflict with any tour sponsorship requirements of the performing artists and comply with all requirements imposed by LICENSOR arising from or relating to such other agreements in connection with LICENSEE's use of the Facility, including but not limited to due observance of all Facility branding and naming rights and proper use of the Facility name and logos and the LICENSOR name and logo in all advertising and other communications concerning or relating to the Event; (ii) that LICENSEE shall not for any reason or purpose cover or otherwise alter or interfere with any displays, advertising, graphics, signage and/or other electronic or printed media in or about the Facility without the prior written approval of LICENSOR; and (iii) that all rights to place advertising on ticket backs, ticket stubs and all other parts of LICENSEE's tickets are reserved in favor of LICENSOR. All communications and media pertaining to the Event shall be submitted to the Facility Marketing Department for approval prior to production, printing, or distribution.

e) B) NAMING RIGHTS; REFERENCE TO NAME OF FACILITY. When referring to the Facility during the term of this Agreement, **LICENSEE shall use the name and logo "Ford Park" or "Ford Arena"** (or such replacement name, as designated by the Facility Marketing Department) and no other name and shall use reasonable efforts to require third parties that it contracts with in connection with the Facility to do the same. **The use and designation of the Facility's name and logo shall include, but not be limited to, printed materials, advertising, admission tickets and public relations or promotional press releases.** Inadvertent failures to use the name as set forth herein shall not be deemed a breach of this Agreement. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge that Southeast Texas Ford Dealers is a third party beneficiary of only this Section of this Agreement and that Southeast Texas Ford Dealers shall have all of the rights of a third party beneficiary allowed by applicable law.

Use of Ford Park logo agreed upon:

Licensee Initials

4) TAXES. LICENSOR shall not be liable for the payment of taxes, late charges or penalties of any nature relating to the Event or otherwise, or any revenue received by or payments made to LICENSEE in respect of the Event, except as provided by law or as otherwise specified herein. LICENSEE shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by LICENSEE.

5) INSURANCE.

a) LICENSEE shall, at its own expense, secure and deliver to LICENSOR not less than thirty (30) days prior to the Event and shall keep in force at all times during the duration of this Agreement:

i) A comprehensive general liability insurance policy in a form acceptable to LICENSOR, including public liability and property damage, covering its activities hereunder, in an amount not less than one million dollars ($1,000,000) for bodily injury and one million dollars ($1,000,000) for property damage, including blanket contractual liability and independent contractors. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants legal liability activities or issues related to the Event hereunder: sporting events, rap concerts, open floor, performers, volunteers, animals, off-premise activities and fireworks or other pyrotechnical devices;

b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

Insurance agreed upon:

Licensee Initials

i) **Jefferson County, TX shall be listed as additional insured here under**. Not less than thirty (30) days prior to the Event, LICENSEE shall deliver to LICENSOR certificates of insurance evidencing the existence thereof, in such a form as LICENSOR may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "**This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to the County Judge's office at 1149 Pearl Street, 4th Floor, Beaumont, TX 77701.** If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of the Event, LICENSEE shall deliver to LICENSOR at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

ii) The coverage provided under such policies shall be occurrence based, and not claims made.

iii) The coverage limits on such policies shall be on a per-occurrence basis only; there shall be no aggregate limit with respect to the aggregate amount of coverage provided thereunder.

iv) LICENSEE hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the

liabilities or obligations of LICENSEE under this Agreement, including, without limitation, LICENSEE's indemnification obligations under the "Indemnification" Section below.

c) The terms of all insurance policies referred to in this Section shall preclude subrogation claims against LICENSOR and Owner and their respective officers, employees and agents.

6) RESERVATION OF RIGHTS.

LICENSOR reserves all rights not specifically granted to LICENSEE under the terms hereof, including but not limited to the sole right to sell or give away food and beverage items and souvenir merchandise, to conduct check rooms, to take photographs and other privileges. LICENSEE shall not engage in, permit to occur or undertake the sale or distribution (either purchased or complimentary) of any of the aforesaid or similar articles or privileges, without the prior written consent of the LICENSOR. LICENSOR is responsible for providing all personnel and/or subcontracted personnel (at LICENSOR's sole discretion) to operate all food and beverage concessions (including the preparation, selling or distribution of any kind), and merchandise sales, and to retain all proceeds from same. LICENSOR will have the sole right to determine whether alcoholic beverages (beer, wine and assorted mixed drinks) will be sold during the Event. LICENSEE shall not cause or permit beer, wine or liquors of any kind to be sold, given away, or brought into the Facility or used upon the Facility except upon prior written permission of LICENSOR.

7) USE OF THE FACILITY.

a) In the event LICENSEE desires to use the Authorized Areas specified in Section 1), or any other portion of the Facility, at any time other than during the dates and times specified in 1) above, LICENSEE shall request from LICENSOR prior written permission to use such areas. In the event such permission is granted, LICENSEE shall pay as additional rent an amount equal to the sum of LICENSOR's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested, and a fee in an amount determined by LICENSOR to represent fair value for use of such additional areas of the Facility during such date(s) and time(s).

b) In rendering the Facility to LICENSEE, LICENSOR does not relinquish the right to control the management thereof, and to enforce all the necessary and proper rules for the management and operation of the same; and that LICENSOR, their agents, their employees and the General Manager of said Facility may enter the same, and all of the Authorized Areas, at any time and on any occasion. LICENSOR reserves the right, but not the responsibility, through its General Manager and its representatives to eject any objectionable person(s) from said Facility, and upon the exercise of this authority through the General Manager, agents or police, the LICENSEE hereby waives any right and all claims for damages against LICENSOR. Unless otherwise specified in writing, LICENSOR shall be privileged to schedule other similar events both before and after date(s) of the Event specified in this Agreement without notice to LICENSEE.

c) LICENSEE shall not use the Facility or permit the Facility to be used by any of its officers, agents, employees, guests or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on or near the Facility. If LICENSOR, in consultation with local law enforcement, believes, in its sole discretion, that such acts are reasonably likely to occur, or that the event could pose imminent safety risks to artists, patrons, or venue staff, LICENSOR (through its general manager) may in its sole discretion take any legal means to necessary prevent such occurrences, including immediate termination of this Agreement. LICENSEE agrees to indemnify and hold harmless LICENSOR from any claims relating to actions or omissions by LICENSOR in conformity with this Section 10(c).

8) CONDITION OF FACILITY.

a) LICENSEE acknowledges that LICENSEE has inspected the Facility and that LICENSEE is satisfied with and has accepted the Facility in its present condition.

b) LICENSOR shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that said LICENSEE shall not injure nor mar, nor in any manner deface, said premises and shall not cause nor permit anything to be done whereby said premises shall be in any manner injured or marred or defaced nor shall LICENSEE drive nor permit to be driven, any nails, hooks, tacks or screws in any part of said Facility nor shall LICENSEE make or allow to be made any alteration of any kind therein. That if said premises, or any portion of said Facility or grounds, during the term of this Agreement shall be damaged by the act, default or negligence of LICENSEE or by the LICENSEE's agents, employees, contractors, subcontractors, patrons or any person or persons admitted to said premises by said LICENSEE, the LICENSEE will pay to LICENSOR upon demand, such sum as shall be necessary to restore said premises to their original condition. LICENSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said Facility, or to any portion of said Facility and grounds by consent of LICENSEE or by or with the consent of LICENSEE's employees or any person acting for or on behalf of said LICENSEE and said LICENSEE agrees to have on hand at all times sufficient security (including but not limited to Facility event staff and door guards, contracted security and/or Jefferson County Sheriff Department officers) to maintain order and protect persons and property. If LICENSOR deems necessary a refundable damage deposit will withheld during settlement and will be refunded upon a walk through of the Facility if LICENSOR deems no damage has been incurred.

c) LICENSEE shall not make any alterations or improvements to the Facility without the prior written consent of LICENSOR. Any alterations or improvements of whatever nature made or placed by LICENSEE to or on the Facility, except movable trade fixtures, shall, at the option of LICENSOR:

i) Be removed by LICENSEE, at LICENSEE's expense, immediately upon the conclusion of the Event; or become the property of Owner.

ii) The LICENSEE shall reimburse LICENSOR for any cost LICENSOR incurs in the removal or storage of alterations or improvements not promptly removed by LICENSEE.

9) RESPONSIBILITY FOR PROPERTY IN THE FACILITY.

a) LICENSOR assumes no responsibility whatsoever for any property placed in Facility, and LICENSOR is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of Facility or any part thereof under this Agreement and all watchmen or other protective service desired by LICENSEE must be arranged for by special agreement with LICENSOR. LICENSOR shall have the sole right to collect and have the custody of articles left in the Facility by persons attending any performance, exhibition or entertainment given or held in the demised premises and the LICENSEE or any person in LICENSEE's employ shall not collect nor interfere with the collection or custody of such articles.

b) In the event that the Authorized Areas of the Facility are not vacated by LICENSEE on the date named at the end of the duration for which said portions of Facility are to be used by LICENSEE in accordance with this Agreement, LICENSOR shall be and is hereby authorized to move from Facility at the expense of the LICENSEE, goods, wares, merchandise and property of any and all kinds and description, which may be then occupying the portion of Facility on which the duration of this Agreement has expired, and LICENSOR shall not be liable for any damages or loss to goods, wares, merchandise or other property which may be sustained, either by reason of such removal or by the place to which it may be removed to and LICENSOR is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this Agreement any effects of LICENSEE remain in the Facility, LICENSOR shall be entitled to charge the sum per day as provided in this Agreement as the payment to be made for time for load in and load out. Vendors are not allowed to load out any materials using land or pushcarts before the event has ended and the general public has cleared the arena floor.

10) INDEMNIFICATION.

a) LICENSEE shall indemnify, defend, and hold harmless LICENSOR, Owner, and their respective officers, agents and employees from and against any and all losses, arising from:

i) LICENSEE's failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, the "Laws") applicable to LICENSEE's performance of this Agreement.

ii) Any unlawful acts on the part of LICENSEE, its officers, agents, employees, contractors or subcontractors.

iii) Personal or bodily injury to or death of persons or damage to the property of LICENSOR or Owner or loss of income to LICENSOR or Owner to the extent caused or alleged to be caused by the negligent acts, errors and/or omissions or the willful misconduct of LICENSEE, its officers, agents, employees, contractors or subcontractors; or LICENSEE, or invitees; provided, however, that LICENSEE's

obligations under this Section 13(a) shall not extend to losses solely arising from the willful misconduct (or gross negligence) of LICENSOR.

iv) The material breach or default by LICENSEE, its officers, agents, employees, contractors or subcontractors of any provisions of this Agreement.

b) LICENSOR shall indemnify, defend and hold harmless LICENSEE, its officers, agents and employees from and against any and all losses arising from:

i) Personal or bodily injury to or death of persons or damage to the property of LICENSEE to the extent caused by the negligent acts errors and/or omissions or willful misconduct of LICENSOR, its officers or employees; or

ii) The material breach or default by LICENSOR, its officers or employees of any provisions of this Agreement; provided, however, that the foregoing indemnification shall not extend to losses to the extent such losses:

(1) Arise from any default or breach by LICENSEE of its obligations under this Agreement, including, without limitation, subparagraph (a), of this Section; or

(2) Are caused by or arise out of the services provided by contractors and other agents retained by Owner in connection with the management of the Facility; or

(3) Are caused by or arise out of the services provided by independent contractors used by LICENSOR in connection with the management of the Facility.

c) The provisions set forth in subparagraphs (a) and (b) of this Section shall survive termination of this Agreement.

11) DEFAULT, TERMINATION AND OTHER REMEDIES.

a) Default.

i) LICENSEE shall be in default under this Agreement if any of the following occur:

(1) LICENSEE fails to pay any amount when due hereunder (including, without limitation, the License Fee, the required deposits, or the Reimbursable Services Expense) when the same are required to be paid hereunder; or

(2) LICENSEE, its officers, employees or agents fails to perform or fulfill any other term, covenant or condition contained in this Agreement and LICENSEE fails to commence a cure thereof within two (2) business days after LICENSEE has been served with written notice of same; or

(3) LICENSEE makes a general assignment for the benefit of creditors.

ii) LICENSOR shall be in default under this Agreement if LICENSOR fails to perform or fulfill any term; covenant or condition contained in this Agreement and LICENSOR fails to commence a cure thereof within two (2) business days after LICENSOR has been served with written notice of such default.

iii) Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) in "Indemnification" Section above, if the breach by LICENSEE, its officers, employees or agents of such other term, covenant or

condition is such that it threatens the health, welfare or safety of any person or property, then LICENSOR may, in its discretion, require that such breach be cured in less than two (2) business days or immediately.

b) Termination. Upon a default pursuant to subparagraph (a) above, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate this Agreement and the obligations of the parties with respect thereto.

c) Injunctive Relief. In addition to any other remedy available at law, equity or otherwise, LICENSOR shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by LICENSEE upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

d) Unique Qualities. The parties agree and acknowledge that the Event is a unique entity and, therefore, the rights and benefits that will accrue to LICENSOR by reason of this Agreement are unique and that LICENSOR cannot be adequately compensated in money damages for LICENSEE's failure to comply with the material obligations of LICENSEE under this Agreement and that therefore LICENSOR shall have the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that LICENSEE fails to fulfill its obligation to hold the Event at the Facility.

e) Late Charges. If LICENSEE fails to pay any amounts when due under this Agreement, LICENSOR may choose any or all of the following options, at it's sole option, without the restriction or limitation to pursue other remedies:

i) Cancel this LICENSEE Agreement,

ii) Require LICENSEE to pay, in full, the entire outstanding balance due on all fees, projected expenses, etc., immediately.

iii) Require LICENSEE pay to LICENSOR a late charge of one and a half percent (1.5%) per month on the unpaid balance.

12) REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other party, and agrees as follows:

a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery and performance of this Agreement; and

c) No litigation or pending or threatened claims or litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

13) COVENANTS. LICENSEE hereby covenants and agrees as follows:

a) LICENSEE shall not occupy or use the Facility except as provided in this Agreement.

b) LICENSEE shall comply with all legal requirements that arise in respect to the Facility and the use and occupation thereof.

i) The following items are prohibited within any areas of the Facility without written permission by LICENSOR:

(1) Propane and propane powered vehicles, equipment and displays.

(2) Possession, application or distribution of any self-adhesive stickers, promotional items, posters or similar items on the ingress or egress of the Event or inside the Facility.

(3) Any self-adhesive material including tape, stickers, etc. in general and specifically not used to display banners and/or posters of any kind for events, radio station promotions, etc.

(4) Guns, knives, electronic shock devices or other weapons that could be used to harm another individual or property.

(5) Food or food products, either for sale or sample distribution (free samples).

(6) Helium or other lighter than air filled balloons.

(7) Open flame candles or other fixtures with an open flame.

(8) Recording devices (video, audio or photographic) for the intent to distribute or to re-sell.

(9) Laser pens or other laser light-type pointing devices.

c) LICENSEE shall not advertise, paint, post or exhibit, nor allow to be advertised, painted, posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside or outside or on any part of the Facility except upon written permission of LICENSOR and for such time and in such location as designated by LICENSOR Management. Which permission/consent/approval shall not be unreasonably withheld or delayed. LICENSEE shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by LICENSOR.

d) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works.

e) LICENSEE shall not operate or use any equipment or materials belonging to LICENSOR without the prior written approval of LICENSOR.

f) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

g) No collections, whether for charity or otherwise, shall be made, attempted or announced at the Facility, without first having made a written request and received the prior written consent of LICENSOR.

h) Utilities.

i) Electric.

(1) Representative of LICENSOR or the approved LICENSOR electrical contractor must make all electrical connections other than one hundred ten (110) volt wall connections. Multiple plugs per standard one hundred ten (110) volt outlet such as twin sockets, cube taps, and etc. will not be permitted. All electrical equipment shall be properly wired and meet Fire Underwriters Laboratory specifications.

ii) Water.

(1) LICENSOR agrees to furnish water by means of the appliance installed for ordinary toilet or janitor purposes, but for no other purpose, unless otherwise specifically provided for in this contract. Water closets and water apparatus will not be used for any purpose other than for which they are constructed and no sweepings, rubbish, paper or other substances shall be thrown therein. LICENSEE shall pay any damage resulting to them on account of misuse of any nature or character whatever.

iii) Lighting. Normal lighting provided by fixed Facility fixtures will be maintained throughout the Event at no additional cost to LICENSEE. Work-level lighting will be provided during load-in and load-out and additional lighting provided at other times as determined to be necessary by LICENSOR.

14) CIVIL RIGHTS ACT. During the performance of this Agreement, LICENSEE shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights and Human Rights and opportunities.

15) AMERICANS WITH DISABILITIES ACT. LICENSOR shall be responsible for ensuring that, within reason based on current structural limitations or equipment and Facility limitations, access into the Facility complies with the Americans With Disabilities Act, as amended ("ADA"). LICENSOR shall also be responsible for ensuring, to the extent reasonably possible, that the common areas inside the Facility (i.e. elevator access, ramp access, restrooms) are accessible to, and usable by, individuals with disabilities to an extent possible within any current limitations of the Facility. With respect to any Event at the Facility, LICENSEE recognizes that it is subject to the provisions of Title III of the ADA. LICENSEE represents that it has viewed or otherwise appraised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas and other conditions of the Facility as adequate for LICENSEE's responsibilities under the ADA. LICENSEE shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as LICENSEE modifies, rearranges or sets up in the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for any violations of the ADA that arise from LICENSEE's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate LICENSEE's usage. LICENSEE shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices and procedures it applies in connection with an Event are in compliance with the ADA.

16) CONSTRUCTION OF THIS AGREEMENT.

a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the Laws of the United States of America and State of Texas, and all of the ordinances of the City of Beaumont, Texas and the rules and regulations of LICENSOR for the government and management of said Facility, together with all rules and regulations of the Police and Fire Departments of the City of Beaumont, and if the attention of said LICENSEE is called to such violation on the part of the LICENSEE, said LICENSEE will immediately desist from and correct said violation.

b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations of LICENSOR and LICENSEE with respect to the Facility. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

e) Time. Time is of the essence hereof, and every term, covenant and condition shall be deemed to be of the essence hereof.

f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of LICENSOR, and to such successors and assigns of LICENSEE as are permitted to succeed to the LICENSEE's right upon and subject to the terms hereof.

g) Independent Contractor; No Partnership. LICENSOR and LICENSEE shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, LICENSOR or LICENSEE a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

17) MISCELLANEOUS.

a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights or elections, or in any

way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by LICENSEE without the prior written consent of LICENSOR. LICENSOR shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, LICENSOR shall have no further liability to LICENSEE hereunder for the performance of any obligations or duties arising after the date of such assignment.

c) Notices. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either:

i) When delivered personally to the party for whom intended.

ii) Upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery; or

iii) On delivery by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to LICENSOR, to:

LICENSOR/Ford Park
1149 Pearl Street, 4th Floor
Beaumont, TX 77701
Attention: County Judge

If to LICENSEE, to:

Newtron Beaumont LLC
Attn: Motchen Hayes mhayes@ntned.com
1905 Industrial Park Drive
Nederland, TX 77627

18) NON-EXCLUSIVE USE. LICENSOR shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

19) FORCE MAJEURE. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of LICENSOR, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, strikes, failure of public utilities or unusually severe weather,

prevents occupancy and use, or either, as granted in this Agreement, LICENSOR is hereby released by LICENSEE from any damage so caused thereby.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement along with attached Reimbursable Services Expense Estimate, which is hereby made an integral part of this Agreement.

Jefferson County, Texas,
owner of Ford Park

Signature: _____

Printed Name: Jeff Branick

Title: County Judge

Date: _____

("LICENSOR"/Jefferson County, Texas)

NEWTRON BEAUMONT LLC

Signature: Motchen Hayes

Printed Name: Motchen Hayes

Title: Office Manager

Date: 1-19-17

("LICENSEE")

AGENDA ITEM **February 13, 2017**

Consider and possibly approve Resolution Regarding Civil Rights in accordance with Section 3 of the Housing and Urban Development Act of 1968.

A1014

RESOLUTION Regarding Civil Rights

Whereas, the County of Jefferson, Texas, has been awarded TxCDBG funding through a TxCDBG - Community Development Grant 7216231 from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, the County of Jefferson, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than $10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the County of Jefferson, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the County of Jefferson, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, the County of Jefferson, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the County of Jefferson, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the County of Jefferson, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

A1014

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF JEFFERSON, TEXAS, that the COUNTY OF JEFFERSON ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Section 504 Policy and Grievance Procedures (Form A1004); and
5. Fair Housing Policy (Exhibit 1015).

Passed and approved this _____ day of _____, 2017.

_____
JUDGE JEFF R. BRANICK
County Judge
Jefferson County, Texas

_____
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____
COMMISSIONER MICHEAEL S. SINEGAL
Precinct No. 2

_____
COMMISSIONER BRENT A. WEAVER
Precinct No. 3

_____
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

A1002

Section 3 Policy

In accordance with 12 U.S.C. 1701u the County of Jefferson agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.

G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officer and representative of Jefferson County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

_____

Signature

JEFF R. BRANICK,
COUNTY JUDGE

Date: _____

A1004

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), THE COUNTY OF JEFFERSON hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

2. THE COUNTY OF JEFFERSON does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.

3. THE COUNTY OF JEFFERSON'S recruitment materials or publications shall include a statement of this policy in 1 above.

4. THE COUNTY OF JEFFERSON shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.

5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, THE COUNTY OF JEFFERSON shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.

6. Grievances and Complaints

   a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

   b. Complaints should be addressed to: Cary Erickson, Director of Human Resources, COUNTY of JEFFERSON, 1149 Pearl Street, Beaumont, Texas 77704 phone 409-839-2391, who has been designated to coordinate Section 504 compliance efforts.

c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Section 504 Coordinator. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the Section 504 Coordinator and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

g. The Section 504 Coordinator shall maintain the files and records of the COUNTY OF JEFFERSON relating to the complaints files.

h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to THE COUNTY OF JEFFERSON within ten working days after the receipt of the written determination/resolution.

i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that THE COUNTY OF JEFFERSON complies with Section 504 and HUD regulations.

_____ Jeff R. Branick, County Judge

_____ Cary Erickson, Director of Human Services, County Section 504 Coordinator

_____
Date

A1013

THE COUNTY OF JEFFERSON
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include application, complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action, and any additional documents that contain information that is critical for obtaining federal services and/or benefits, or is required by law. For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the Human Resources Office, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77704 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to Cary Erickson, Director of Human Resources, 1149 Pearl Street, Beaumont, Texas 77704 or may call 409-839-2391.

2. A copy of the complaint or grievance shall be transmitted by the Director of Human Resources to the entity that is the subject of the complaint or grievance and to the County Attorney within five (5) working days after the date of the complaint or grievance was received.

3. The Director of Human Resources shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.

4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.

5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the County of Jefferson, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.

2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.

3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the County must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.

4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.

5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County of Jefferson shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the County shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.

2. The County shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County of Jefferson will comply with the following citizen participation requirements in the event that the County receives funds from the TxCDBG program:

1. The County shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.

2. Upon completion of the TxCDBG project, the County shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.

3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.

4. The County shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

_____ _____

Jeff R. Branick, County Judge Date

MUESTRAS

LA CIUDAD / CONDADO DE CORRIGAN
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG . Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de intérpretacion en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Ejemplos de tales documentos vitales incluyen la aplicación, los procedimientos de quejas, procedimientos de queja, las respuestas a las quejas, avisos, avisos de derechos y las medidas disciplinarias, y los documentos adicionales que contienen información que es fundamental para la obtención de los servicios y/o beneficios federales, o es requerido por ley. Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Condado de Jefferson, Office of Human Resources, 1149 Pearl Street, Beaumont, Texas 77704, 409-839-2391, en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Cary Erickson, Director of Human Resources, 1149 Pearl Street, Beaumont, Texas 77704, o puede llamar a 409-839-2391.

2. Una copia de la queja o reclamación se transmitirá por el Director of Human Resouces a la entidad que es encargada de la queja o reclamación y al Abogado de la Condado dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o dia que la reclamación fue recibida.

3. El Deirector of Human Resources deberá complir una investigación de la queja o reclamación, si es posible, y dara una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.

4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia sera notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se debera completar la investigación.

5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.

6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.

2. Cuando se tenga un número significativo de residentes que no hablan inglés seran una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan ingles.

3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audencia será publica.

4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.

5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad/Condado deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Condado deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.

2. La Condado conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s) , acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado . Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.

4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Condado debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Condado recibe fondos del programa TxCDBG:

1. La Condado celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación

2. Una vez finalizado el proyecto TxCDBG, la Condado celebrará una audiencia pública y revisara el desempeño del programa incluyendo el uso real de los fondos TxCDBG.

3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés

y Español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.

4. La Condado conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

_____ _____

Jeff R. Branick, County Judge Fecha

A1003

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the County of Jefferson hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the County of Jefferson to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;

2. It is also the policy of the County of Jefferson to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

3. The County of Jefferson will introduce and pass a resolution adopting this policy.

As officers and representatives of the County of Jefferson, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

_____ **Jeff R. Branick, County Judge**

Signature

_____

Date

EXHIBIT ATTACHED

09/01/2016

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 6th day of June, 2016, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

EXCESSIVE FORCE RESOLUTION

WHEREAS it is in the best interest of our citizens that a Resolution be adopted establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof: In the County of Jefferson, State of Texas, it is resolved as follows:

ARTICLE I

Section 1. It is the policy of the County of Jefferson to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The County also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

Section 2. It is the policy of the County to enforce this policy to the full extent allowed by law.

THEREFORE, BE IT RESOLVED by the Commissioners' Court of Jefferson County of Texas that this Resolution shall be the policy of Jefferson County, Texas.,

Signed this the 6th day of June, 2016.

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

A1015

Fair Housing Policy

In accordance with Fair Housing Act, the COUNTY OF JEFFERSON hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. JEFFERSON COUNTY *agrees to* affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).

2. JEFFERSON COUNTY *agrees to* plan at least one activity during the contract term to affirmatively further fair housing.

3. JEFFERSON COUNTY will introduce and pass a resolution adopting this policy.

As officer and representative of JEFFERSON COUNTY, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

_____ **JEFF R. BRANICK, COUNTY JUDGE**
Signature

_____
Date

EXHIBIT ATTACHED

STATE OF TEXAS

COUNTY OF JEFFERSON

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

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

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

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

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

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

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

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

SIGNED this 8th day of June, 2015.

JEFF R. BRANICK
County Judge

EDDIE ARNOLD
Commissioner Precinct No. 1

MICHAEL S. SINEGAL
Commissioner Precinct No. 3

BRENT A.WEAVER
Commissioner Precinct No. 2

EVERETTE D. ALFRED
Commissioner Precinct No. 4

AGENDA ITEM **February 13, 2017**

Consider and approve Resolution to apply for SWAT HAZMAT Response Enhancement Project Grant. Estimated Grant is $46,000 with no County Match.

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 13TH day of February, 2017, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, The Jefferson County Commissioner's Court finds it in the best interest of the citizens of Jefferson County Texas, that the SWAT HAZMAT Response Enhancement Project be operated for the 2017-2018 fiscal year; and

WHEREAS, this grant does not require any matching funds; and

WHEREAS, The Jefferson County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, The Jefferson County Commissioner's Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Jefferson County Commissioner's Court designates The County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Jefferson County Commissioner's Court approves submission of the grant application for the SWAT HAZMAT Response Enhancement Project to the Office of the Governor.

Grant Number: 3313301

SIGNED this 13TH day of February, 2017.

JUDGE JEFF BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 13TH day of February, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

SUPPORTING CREATION OF THE LONE STAR COASTAL NATIONAL RECREATION AREA

WHEREAS, the creation of the Lone Star Coastal National Recreation Area (LSCNRA) has been proposed to meet the regional goals of historic preservation, non-structural flood mitigation and economic development compatible with heritage land uses and maintenance of open space for the Upper and Middle Texas coast; and

WHEREAS, a National Recreation Area can be governed by a local partnership including voluntarily participating local, state, and federal government agencies, nonprofit organizations, and private landowners; and

WHEREAS, the specific boundaries of the LSCNRA will be established by the legislation but are expected to include portions of coastal Matagorda, Brazoria, Galveston and Jefferson Counties; and

WHEREAS, the LSCNRA is conceived to capture the economic benefits of the outstanding natural and historic resources of the coastal counties; and

WHEREAS, the LSCNRA will enhance the recreational use and promote long-term, coordinated storm protection; and

WHEREAS, the historic and cultural resources of the Lone Star Coastal area are significant and contribute to the educational and recreational opportunities therein; and

WHEREAS, the LSCNRA is to be designated as a unit of the National Park System in order to capitalize on national designation while keeping local, state, and private concerns at the forefront; and

WHEREAS, the LSCNRA is to be structured and operated as a networked partnership between local, state and federal governments, as well as non-governmental organizations and private landowners and corporations; and

WHEREAS, the LSCNRA must be established by an act of Congress; and

WHEREAS, the Commissioners Court of Jefferson County, Texas has determined that participation in the LSCNRA will benefit Texas residents and will serve public interests;

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. The above recitations are found to be true and correct and are incorporated herein.
Section 2. That Jefferson County shall become a supporter of the proposed LSCNRA.
Section 3. That Jefferson County further permits its name to be included in any legislation or supporting documents for the creation of the LSCNRA, with the understanding that the LSCNRA will be implemented pursuant to a partnership agreement and management plan later adopted by the partners, and with the further understanding that any party may withdraw from the LSCNRA at any time, including after it is established.

SIGNED this 13TH day of February, 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



Regular, February 13, 2017

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 13, 2017