

**REGULAR, 6/12/2017 1:30:00 PM**

BE IT REMEMBERED that on June 12, 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:

*Notice of Meeting and Agenda and Minutes*  
*June 12, 2017*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
June 12, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **12th** day of **June 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:

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four**



## **PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 17-019/YS), Term Contract for Aviation Fuel for Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 12 - 47**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

2. Discuss and possibly approve the County Purchasing Agent to enter into contract negotiations for (RFP 17-013/YS), Operation and Installation of Shoe Shine Concession for Jefferson County.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file Change Order No. 2 for (IFB 16-022/JW), Taxiway D Reconstruction (2016) at Jack Brooks Regional Airport with ALLCO, LLC. for additional drainage structures and a decrease in quantities of storm water pipe and concrete pipe removal for a decrease of \$6,209.60; bringing the total contract amount from \$2,217,725.00 down to \$2,211,515.40. This change order will increase the number of contract working days by (7) seven days; bringing the total number of working days from 220 days up to 227 days. This project is funded by AIP Grant # 32.

**SEE ATTACHMENTS ON PAGES 48 - 48**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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4. Consider and approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) to be auctioned by Horn's Auction Inc. The auction is scheduled for Saturday, July 1, 2017 at 9:00 A.M.

**SEE ATTACHMENTS ON PAGES 49 - 50**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

5. Consider and approve disposition of wrecked vehicle. This vehicle is a 2007 Ford Crown Victoria VIN 2FAFP71W2X107733 that was assigned to ASAP Constable Pct. 8.

**SEE ATTACHMENTS ON PAGES 51 - 52**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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

**SEE ATTACHMENTS ON PAGES 53 - 54**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **COUNTY AIRPORT:**

7. Consider and possibly authorize the County Judge to execute agreement number AJW-FN-CSA-17-SW-001414 Non-Federal Preliminary Design Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and Jack Brooks Regional Airport for evaluation of impact and review of sponsor mitigations to FAA services resulting from taxiway modifications.

**SEE ATTACHMENTS ON PAGES 55 - 64**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

8. Consider and approve budget transfer - JP Pct.1, Pl2 - additional cost for travel.

120-2042-412-5062	TRAVEL EXPENSE	\$600.00	
120-2042-412-4052	POSTAGE		\$600.00

**SEE ATTACHMENTS ON PAGES 65 - 65**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

9. Regular County Bills - check #434436 through checks #434723.

**SEE ATTACHMENTS ON PAGES 66 - 76**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **COUNTY CLERK:**

10. Consider and approve downgrade of Administrative Deputy County Clerk (1123 Grade 53) position with an annual budget of \$53,914 to a Senior Deputy County Clerk position (1122 Grade 43) with an annual budget of \$39,760. In addition, consider and approve reclassification of two Deputy County Clerk positions (1121 Grade 40) with an annual budgets of \$40,710 and \$38,605 each to an Administrative Office Specialist (1117 Grade 46) with an annual budget of \$44,105 and \$45,260. The net effect of these changes will result in an estimated annual savings of \$5,000 including fringe benefits.

**SEE ATTACHMENTS ON PAGES 77 - 77**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

11. Consider and possibly approve, execute, receive and file Election Services Contract and Lease Agreement with Port Arthur Independent School District for a Special Election to be held on August 5, 2017.

**SEE ATTACHMENTS ON PAGES 78 - 91**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

12. Consider and possibly approve a 30-day extension for Jefferson County Emergency Safety District #1 to file their annual audit pursuant to Sec. 775.0832(d), Texas Health & Safety Code.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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13. Authorize the County Judge to execute North American Wetlands Conservation Act Proposal Partner Contribution Forms for both the Upper and Middle Salt Bayou Marsh siphon grant requests.

**SEE ATTACHMENTS ON PAGES 92 - 96**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

14. Consider and possibly approve the appointment, by Commissioner Weaver, of Diana LaBorde to serve on the Board of the Jefferson County Tourism Committee to fill the vacancy created by Debbie Plaia.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

15. Consider and possibly approve a Resolution approving the Jefferson County Hazard Mitigation Plan.

**SEE ATTACHMENTS ON PAGES 97 - 97**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

16. Consider, possibly approve, authorize the County Judge to execute, receive and file Property Tax Abatement between Arkema, Inc. and Jefferson County for property located within the Arkema Reinvestment Zone pursuant to Section 312.401, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 98 - 139**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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17. Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas and the South East Regional Planning Commission allowing Jefferson County use of the Swift Reach 911 Emergency Alerting System.

**SEE ATTACHMENTS ON PAGES 140 - 144**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

18. Consider, possibly approve and authorize the County Judge to execute a Master Services Agreement between AthenaHealth, Inc. and Jefferson County, Texas to facilitate electronic handling of health records by the Jefferson County Health Department.

**SEE ATTACHMENTS ON PAGES 145 - 152**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**COUNTY TREASURER:**

19. Receive and File Investment Schedule for May, 2017, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 153 - 155**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

20. Receive and File Certificates for Jefferson County Treasurer, Tim Funchess, to verify completion of Mandatory County Treasurer Continuing Education Training required under Local Government Code 83.002 and Mandatory Public Funds Continuing Education Training required by Government Code 2256.008 (also known as the Public Funds Investment Act).

**SEE ATTACHMENTS ON PAGES 156 - 158**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **ENGINEERING:**

21. Execute, receive and file Utility Permit 06-U-17 to West Jefferson County M.W.D. for the boring of an 8" HDPE DR-11 water line under canal at Burrell Wingate Road. This project is located in Precinct 4.

**SEE ATTACHMENTS ON PAGES 159 - 171**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

22. Consider and possibly approve Construction Plans and Specifications for Diamond D Ranch Phase 3B. This project is located in Precinct 1.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

23. Consider and possibly approve out of state travel for Chris Fontenot of the Regional Crime Lab to attend the CMI Intoxilyzer User's Group in Kansas City, MO. Travel is funded by CMI.

**SEE ATTACHMENTS ON PAGES 172 - 172**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

24. Consider and possibly approve a Memorandum of Agreement between Jefferson County Sheriff's Office and the Texas Department of Transportation. This agreement is for the purpose of locating an LPR (License Plate Reader) system on the premises of the highway for enforcing the laws of the State of Texas, crime prevention and public safety.

**SEE ATTACHMENTS ON PAGES 173 - 180**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

25. Consider and possibly approve out of state travel for Chris Fontenot of the Crime Lab to attend an ANSI-ASQ National Accreditation Board (ANAB) surveillance visit in St. Paul Minnesota on. Travel is funded by ANAB and at no cost to the County.

**SEE ATTACHMENTS ON PAGES 181 - 181**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **Other Business:**

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



*Notice of Meeting and Agenda and Minutes*  
*June 12, 2017*

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

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



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

June 12, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

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

**BID NAME:** Term Contract for Aviation Fuel for Jack Brooks Regional Airport

**BID NO:** IFB 17-019/YS

**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, July 11, 2017

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, at 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto: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 – June 14, 2017 & June 21, 2017

**IFB 17-019/YS**  
**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**  
**Bids due: 11:00 AM CDT, Tuesday, July 11, 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.
- Two (2) numbered bid *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

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### 1. Bid Submission

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> 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 or 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 judgment 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.

The County requests that bid submissions NOT be bound by staples or glued spines.

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 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

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## 2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Purchase Orders and Payment

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

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

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

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

### 4. Contract

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

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County for a period of three (3) years.

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

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

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

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

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

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

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

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

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

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

**4.13 Silence of Specifications.** The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial

practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## Special Requirements/Instructions

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The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

Each bidder shall 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 *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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

#### 4. Multiple Vendor Award

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

#### 5. Delivery

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

#### 6. Payment

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

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

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

#### 7. Usage Reports

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

#### 8. Insurance

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

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer (email: [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 17-019/YS.

### Scope

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from August 1, 2017 through July 31, 2020.**

### Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed ([arupp@co.jefferson.tx.us](mailto:arupp@co.jefferson.tx.us)) or faxed (409-722-2830) to the attention of Alex Rupp, Airport Director.

All price changes will be emailed to Alex Rupp, Airport Director at [arupp@co.jefferson.tx.us](mailto:arupp@co.jefferson.tx.us), and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Nederland, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

Jefferson County is subject to taxes and fees as follows:

Tax or Fee	AV Gas	
	Low Lead 100	Jet A
Federal Gas Tax	\$0.19790	\$.24590
<b>Total Tax/Fee per Gallon</b>	<b>\$0.19790</b>	<b>\$.24590</b>

Include state fees and federal taxes totaling \$0.19790 per gallon on AV Gas Low Lead 100 and federal taxes of \$0.24590 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

### **Approximate Annual Usage**

Estimated volume is indicated below. 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 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. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

### **Technical Specifications**

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive.**

### **Estimated Volume**

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 50,000 gallons of AV Gas Low Lead 100 and 550,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

### **Credit Cards/"Effective" Bids**

Bids shall offer credit card processing for all major credit card for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of \$0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military AIRCARDS. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

### **Branded or Unbranded**

Bids may be for Branded or Unbranded supply contracts, however bidder must specify.

### **Training, Quality Control and Risk Management**

Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs.

### **Refueler**

Bid shall include provision of a 3,000 gallon Jet A refueler truck, including full maintenance coverage except for tires and batteries, no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck if unable to drive and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

- Stainless Steel Tanks
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation
- Bottom load point located on passenger side

### **Into-Plane Contract Fuel**

Bidders may offer “Into-Plane Contract Fuel” programs. The County may accept or reject such programs independent of other items bid within this request.

### **Co-Mingle**

Jefferson County will not accept a bid that proposes co-mingling of fuel.

### **Signs**

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

### **Additional Marketing Support**

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid.

### **County Equipment**

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck and one (1) 3000 capacity Jet A truck.

### **Contact**

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

## Bidder Information Form

---

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

**Bid Name & Number:** Term Contract for Aviation Fuel for Jack Brooks Regional Airport, IFB 17-019/YS

**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:**

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

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

## Acceptance of Offer

---

The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years, from August 1, 2017 through July 31, 2020.

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. IFB 17-019/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

---

Jeff R. Branick  
County Judge

---

Date

**Attest:**

---

Carolyn L. Guidry  
County Clerk

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

## Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

<b>Item 1.</b> <b>Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.</b>			
Estimated Quantity	Description	Unit Price per Gallon	Estimated Total Price per Year
53,000 gallons	AV Gas Low Lead 100	\$ _____	\$ _____
	Platts Reference Price for 6-27-2017	\$ _____	
	Bidder's Markup	\$ _____	
	Taxes/Fees per Gallon	\$ _____	
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)	\$ _____	\$ _____
	Texas Delivery Fee (per delivery)	\$ _____	\$ _____

<b>Item 2.</b> <b>Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.</b>			
Estimated Quantity	Description	Unit Price per Gallon	Estimated Total Price per Year
750,000 gallons	Jet A	\$ _____	\$ _____
	Platts Reference Price for 6-27-2017	\$ _____	
	Bidder's Markup	\$ _____	
	Taxes/Fees per Gallon	\$ _____	
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)	\$ _____	\$ _____
	Texas Delivery Fee (per delivery)	\$ _____	\$ _____

**Name of Company:** \_\_\_\_\_



## Bid Form (Continued)

**Credit Cards honored and service fees:**

_____	____%	_____	____%
_____	____%	_____	____%
_____	____%	_____	____%
_____	____%	_____	____%

Weighted Average of Fees (50% major oil)	\$ _____
Increment due to the Average of Credit Card Fee	\$ _____
AV Gas Low Lead 100 Effective Bid Price per Gallon	\$ _____
Total Effective Bid per Gallon	\$ _____
Jet A Effective Bid per Gallon	\$ _____
Total Effective Bid per Gallon	\$ _____
Effective Bid Value, Grand Total	\$ _____
Bid Surety	\$ _____
Additional Marketing Support (co-op advertising)	\$ _____

**Refueler Truck**

3,000 Gallon Jet A Refueler Truck – Annual Cost:	\$ _____
Make/Model	_____

**Name of Company:** \_\_\_\_\_

**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: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ of \_\_\_\_\_

**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px; height: 1.2em;"></div> <div style="text-align: center;">Bidder (Entity Name)</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px; height: 1.2em;"></div> <div style="text-align: center;">Signature</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px; height: 1.2em;"></div> <div style="text-align: center;">Street &amp; Mailing Address</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px; height: 1.2em;"></div> <div style="text-align: center;">Print Name</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px; height: 1.2em;"></div> <div style="text-align: center;">City, State &amp; Zip</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px; height: 1.2em;"></div> <div style="text-align: center;">Date Signed</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px; height: 1.2em;"></div> <div style="text-align: center;">Telephone Number</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px; height: 1.2em;"></div> <div style="text-align: center;">Fax Number</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px; height: 1.2em;"></div> <div style="text-align: center;">E-mail Address</div>	

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

## Conflict of Interest Questionnaire

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

Adopted 8/7/2015

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> Date Received </div>
<b>1</b>	<b>Name of Local Government Officer</b>	
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>	
Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ <div style="text-align: center;">(attach additional forms as necessary)</div>		
<b>6</b>	<b>AFFIDAVIT</b>	
<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>		
<div style="border-top: 1px solid black; width: 100%; margin-bottom: 5px;"></div> 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.		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%; border-top: 1px solid black;"></div> <div style="width: 30%; border-top: 1px solid black;"></div> <div style="width: 30%; border-top: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"> <span>Signature of officer administering oath</span> <span>Printed name of officer administering oath</span> <span>Title of officer administering oath</span> </div>		

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

☐ Yes ☐ No

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

### Did the Prime Contractor/Consultant . . .

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

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

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

***This information must be submitted with your bid.***

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

☐ Yes    ☐ No

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

Contractor Name: \_\_\_\_\_ HUB: ☐ Yes ☐ No

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

Street	City	State	Zip

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

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$

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

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

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

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

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

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

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

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative

Signature of Representative

Date \_\_\_\_\_

Printed Name of HUB

Signature of Representative

Date \_\_\_\_\_

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

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

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

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 1 OF 4**

***This information must be submitted with your bid.***

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

☐ Yes    ☐ No

Prime Contractor: \_\_\_\_\_ HUB: ☐ Yes ☐ No

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

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

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

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

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB SUCONTRACTOR DISCLOSURE

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

HUB Status (Gender & Ethnicity):

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

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

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

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

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

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

Description of Subcontract Work to be Performed:

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



## HUB SUBCONTRACTOR DISCLOSURE

**(Duplicate as Needed)**



# 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.**



12141 Wickchester  
Houston, TX 77079

TEL 713.491.8333  
FAX 713.395.5486

[www.GarverUSA.com](http://www.GarverUSA.com)

IFB 16-022/JW

## Construction Contract Change Order

<b>Project:</b> Jack Brooks Regional Airport - Taxiway D Reconstruction (2016) Beaumont, TX Garver Job No. 16121502		<b>Change Order No.</b> 2							
		<b>Date Prepared:</b> March 28, 2017							
		<b>Prepared by:</b> Garver							
<b>Owner:</b> Jack Brooks Regional Airport / Jefferson County 5000 Jerry Ware Drive Suite 100 Beaumont, TX		<b>Contractor:</b> ALLCO P.O. Box 3684 Beaumont, TX 77704							
<b>Description of Work Included in Contract</b> Reconstruction and Realignment of Taxiway D, between Taxiway F and Taxiway H									
<b>Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)</b>									
A. Additional Drainage Structures that were not included in survey or drainage studies.									
B. Proposed and Removal Pipe quantities update (Including MOH).									
<b>Attachments:</b>									
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A.	CO2-01	Drainage Structure No. 1	EA.	0	\$0.00	1	\$7,000.00	\$0.00	\$7,000.00
A.	CO2-02	Drainage Structure No. 2	EA.	0	\$0.00	1	\$6,000.00	\$0.00	\$6,000.00
B.	D-701-1	30" Stormwater Pipe (Includes MOH)	L.F.	292	\$95.00	158,00421	\$95.00	\$27,740.00	\$15,010.40
B.	D-701-2	Removal of 30" Concrete Pipe	L.F.	390	\$20.00	66	\$20.00	\$7,800.00	\$1,320.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
<b>Summation of Cost</b>								<b>\$35,540.00</b>	<b>\$29,330.40</b>
<b>Net Cost for this Change Order</b>									<b>(\$6,209.60)</b>
<b>Estimated Project Cost</b>				<b>Time Change</b>					
Estimated Project Cost				Contract Start Date      January 3, 2017					
Original Contract Amount      \$2,207,225.00				Original Contract Time (calendar days)      210					
Previously Approved Changes      \$10,500.00				Previously Approved Changes (calendar days)      10					
This Change Order      (\$6,209.60)				Additional Contract Time This Change Order (calendar days)      7					
New Contract Amount      \$2,211,515.40				Suspended Time (calendar days)					
				New Construction Completion Date      August 18, 2017					
<b>THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS</b>									
<b>ISSUED FOR REASONS INDICATED ABOVE</b> <b>Engineer: Garver</b>				<b>Project Manager</b> 6-1-17					
_____ Engineer's Signature				_____ Title      Date					
<b>ACCEPTED BY CONTRACTOR</b>				<b>Jefferson County Judge</b> June 12, 2017					
_____ Contractor's Signature				_____ Date					
<b>APPROVED BY OWNER</b>				<b>June 12, 2017</b>					
_____ Owner's Signature				_____ Date					

**ATTEST**

DATE \_\_\_\_\_

*Carlyne J. Mundy*  
6/12/12





## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC" or similar initials, is written over the name "Deborah Clark".

Date: June 6, 2017

Re: Surplus Property Auction

Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) to be auctioned by Horn's Auction Inc. The auction is scheduled for Saturday, July 1, 2017 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE  
HORN AUCTION

July 1, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
ROAD & BRIDGE #3	1998 CASE IH MODEL #1120 19 HP MOWER	38908	
contact person: Jason Castille			

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





## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC" with a flourish, positioned to the right of the "From:" line.

Date: June 8, 2017

Re: Disposal of Wrecked Vehicle

Consider and possibly approve disposition of wrecked vehicle. This vehicle 2007 Ford Crown Victoria VIN 2FAFP71W2X107733 was assign to ASAP Constable Pct. 8.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF WRECKED  
VEHICLE  
June 12, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN	ASSET NO.
CONSTABLE PCT. 8	2007 FORD CROWN VICTORIA	2FAFP71W27X107733	31289

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



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in dark ink, appearing to be "D. Clark", is written over the name "Deborah Clark" in the "From:" line.

Date: June 6, 2017

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY  
June 12, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AUDITING	CHAIR		
AUDITING	4-DRAWER FILING CABINET		
AUDITING	EXAM COUCH		
<i>contact person: Fran Lee</i>			
CONSTABLE PCT. 2	CANON CALCULATOR		28475
CONSTABLE PCT. 2	WOODEN STAND		31040
CONSTABLE PCT. 2	WOODEN STAND		31041
<i>contact person: Linda Cormier</i>			
COUNTY CLERK	JOHANSON'S PROBATE CODE ANNOTATED 2013		
COUNTY CLERK	JOHANSON'S PROBATE CODE ANNOTATED 2015		
COUNTY CLERK	TX RULES OF COURT VOL. 1 2013		
COUNTY CLERK	TX RULES OF COURT VOL. 2 2013		
COUNTY CLERK	TX RULES OF COURT VOL. 2A 2013		
<i>contact person: Garlela De Los Santos</i>			
COMMUNITY SUPERVISION	HP DESKJET 5650 COLOR PRINTER		29088
COMMUNITY SUPERVISION	HP DESKJET 5650 COLOR PRINTER		29089
COMMUNITY SUPERVISION	HP DESKJET 5650 COLOR PRINTER		29627
<i>contact person: Kim Valdez</i>			
J.P. PCT. 2	BOOK CASE		1891
<i>contact person: Tina Moreau</i>			

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



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Southwest Region  
Logistics Service Area

Fort Worth, Texas 76193

April 24, 2017

Jack Brooks Regional Airport  
Attn: Alex Rupp/Airport Manager  
4875 Parker Drive  
Beaumont, Texas 77705

Dear Alex Rupp,

This letter is in reference to Memorandum of Agreement #AJW-FN-CSA-17-SW-001414 between the Federal Aviation Administration and Jack Brooks Regional Airport. Enclosed are four (4) originals for your review and signature, if acceptable, sign and return four (4) originals to the following address:

Federal Aviation Administration  
Attn: Bradley K. Logan (AAQ-520)  
10101 Hillwood Parkway  
Fort Worth, Texas 76177

For further information, please contact Mr. Bradley K. Logan, Acquisition Management Branch, AAQ-520, 817-222-4395.

Sincerely,

*Bradley K. Logan*

Bradley K. Logan  
Contracting Officer

Enclosure  
Memorandum of Agreement #AJW-FN-CSA-17-SW-001414

cc: Planning and Requirements Group, AJV-C3

**Agreement Number**  
AJW-FN-CSA-17-SW-001414

**NON-FEDERAL PRELIMINARY DESIGN REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**JEFFERSON COUNTY, TX  
JACK BROOKS REGIONAL AIRPORT  
BEAUMONT, TEXAS**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract services which the JEFFERSON COUNTY, TX (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the agency's mission;

**WHEREAS**, the authority for the FAA to furnish services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA and JEFFERSON COUNTY, TX on behalf of JACK BROOKS REGIONAL AIRPORT, BEAUMONT, TEXAS.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**



Agreement Number  
AJW-FN-CSA-17-SW-001414

This Agreement provides funding for FAA services limited to labor, travel, and expenses required to perform preliminary engineering for future implementation of the Sponsor's project identified below. Preliminary engineering includes technical consultation, site visits, feasibility assessments, project planning, scope definition, development of cost estimate(s), review of Sponsor provided design package, and development of FAA design package. No government furnished equipment or implementation services will be provided under this Agreement. If required, the FAA and the Sponsor will enter into a separate agreement to cover the implementation of the costs included in the estimate developed under this Agreement. Therefore, this Agreement is titled:

Preliminary Design Reimbursable Agreement for EVALUATION OF IMPACT AND REVIEW OF SPONSOR MITIGATIONS TO FAA SERVICES RESULTING FROM TAXIWAY MODIFICATIONS at JACK BROOKS REGIONAL AIRPORT, BEAUMONT, TX

This agreement is in whole or in part funded with funding from an AIP grant [X] Yes [ ] No. If Yes, the grant date is: 08/01/2017 and the grant number is: 3-48-0018-033-2017.. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

#### **ARTICLE 4. Points of Contact**

##### **A. FAA:**

1. The FAA Central Service Area, Operations Engineering Group will perform the scope of work included in this Agreement. Nairanzo Hudson is the Engineering Services Communication Civil Engineer and liaison with the Sponsor and can be reached at 817-222-4488. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Brad Logan who can be reached at 817-222-4395.

##### **B. Sponsor:**

Alex Rupp, Airport Manager  
Jack Brooks Regional Airport  
4875 Parker Drive  
Beaumont, TX 77705  
office: 409-719-4902  
arupp@co.jefferson.tx.us

#### **ARTICLE 5. Reserved**



#### **ARTICLE 6. Reserved**

#### **ARTICLE 7. Estimated Costs**

The fully-loaded estimated FAA cost associated with this Agreement is \$49,892.77.

#### **ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend 36 months beyond its effective date.

#### **ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the Sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the Sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. The mailing address is:

FAA Mike Monroney Aeronautical Center  
Attn: AMK-322, Reimbursable Receipt Team  
P.O. Box 25770  
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center  
Attn: AMK-322, Reimbursable Receipt Team



Agreement Number  
AJW-FN-CSA-17-SW-001414

6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169  
Telephone: 405-954-3771

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Jefferson County, TX  
Attn: Alex Rupp  
Airport Manager  
4875 Parker Drive  
Beaumont, TX 77705  
office: 409-719-4900  
email: arupp@co.jefferson.tx.us

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Modifications**

Changes and/or modifications to this Agreement will be formalized by an appropriate written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.



**ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

**ARTICLE 12. Order of Precedence**

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

**ARTICLE 13. Legal Authority**

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

**ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).



**ARTICLE 15. Reserved**

**ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

**ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

**ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

**ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**ARTICLE 20. Security**

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements are met.

**ARTICLE 21. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms

Agreement Number  
AJW-FN-CSA-17-SW-001414

of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly, that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION  
ADMINISTRATION**

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE Contracting Officer  
DATE \_\_\_\_\_

**JEFFERSON COUNTY, TEXAS**

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Southwest Region  
Logistics Service Area

Fort Worth, Texas 76193

April 24, 2017

Jack Brooks Regional Airport  
Attn: Alex Rupp/Airport Manager  
4875 Parker Drive  
Beaumont, Texas 77705

Dear Alex Rupp,

This document is the payment computation and the request for payment referenced in Article 9 of MOA # AJW-FN-CSA-17-SW-001414 of the reimbursable agreement between the Federal Aviation Administration and Jack Brooks Regional Airport. (Herein referred to as the Agreement) to which this document is attached.

As set forth in Article 7 of MOA #AJW-FN-CSA-17-SW-001414 in the Agreement, the agency's total estimated cost to be reimbursed is \$49,892.77. The advance payment, or start-up amount will be \$49,892.77. The Sponsor can either make payment via check or you use Pay.Gov. Attached to this document are the instructions on how to use pay.gov.

Upon receipt of this notice, please send payment or pay via Pay.Gov in the amount of \$49,892.77 to the FAA as described in Article 9 of the Agreement no later than 5 days after the date of this request. After payment is received, the FAA may begin to incur obligations to implement the Agreement. **Please provide Mr. Bradley K. Logan a copy of that check.**

When you send your payment, please include a copy of this document and send payment to:

**Billing Office**

FAA - Mike Monroney Aeronautical Center  
Attn: AMK-322, Reimbursable Receipts Team  
P.O. Box 25770  
Oklahoma City, Oklahoma 73125  
Telephone: 405-954-3771

**Fedex Address**

DOT/FAA/Mike Monroney Aeronautical Center  
Attn: AMK-322, Reimbursable Receipts Team  
6500 S. MacArthur Blvd.  
Oklahoma City, Oklahoma 73169  
Telephone: 405-954-3771

For further information, please contact Mr. Bradley K. Logan, Acquisition Management Branch, AAQ-520, 817-222-4395.

Sincerely,

*Bradley K. Logan*

Bradley K. Logan  
Contracting Officer

Enclosure  
Memorandum of Agreement #AJW-FN-CSA-17-SW-001414

cc: Planning and Requirements Group, AJV-C3



PRECINCT 1, PLACE 2  
(409)835-8457  
(409)839-2393 FAX

1085 PEARL ST., RM 104  
BEAUMONT, TEXAS 77701

**NANCY BEAULIEU**  
JUSTICE OF THE PEACE

May 26, 2017

To: Auditors Office  
Fran Lee

From: Justice of the Peace Pct 1 PI 2  
Nancy Beaulieu

Please transfer \$600.00 from line item Postage 120-2042-412.40-52 to line item Travel 120-2042-412.40-62 to be used for 2017 Legislative update training.

Thank you,

Nancy Beaulieu  
Justice of the Peace Pct 1 PI 2

PGM: GMCOMMV2	DATE 06-12-2017	PAGE: 1 66
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	90.45	434528
DAWN DONUTS	91.00	434676
		181.45**
ROAD & BRIDGE PCT.#1		
COBURN'S, BEAUMONT BOWIE (1)	1,212.20	434462
CRABTREE BARRICADE SYSTEMS, INC.	20.00	434465
GULF COAST SCREW & SUPPLY	12.00	434473
M&D SUPPLY	118.63	434489
MUNRO'S	29.65	434493
PATHMARK TRAFFICE PRODUCTS OF TEXAS	1,021.95	434566
HLAVINKA EQUIPMENT COMPANY	200.50	434594
ADVANCE AUTO PARTS	325.56	434634
ASCO	772.75	434636
DEVALD DIESEL SERVICES INC	98.05	434671
GULF COAST	885.40	434697
FUNCTION 4 LLC	19.41	434704
		4,716.10**
ROAD & BRIDGE PCT.#2		
CITY OF NEDERLAND	67.58	434460
ENTERGY	645.25	434474
INTERSTATE BATTERIES OF BEAUMONT/PA	241.90	434479
MUNRO'S	40.00	434493
RITTER @ HOME	174.79	434507
SETZER HARDWARE, INC.	22.64	434511
MOE'S TOOL SERVICE	100.00	434562
BUMPER TO BUMPER	33.38	434573
GULF COAST	90.25	434697
FUNCTION 4 LLC	24.96	434704
		1,440.75**
ROAD & BRIDGE PCT. # 3		
SPIDLE & SPIDLE	1,446.00	434441
AUDILET TRACTOR SALES	30.45	434450
FARM & HOME SUPPLY	50.53	434471
ENTERGY	375.23	434474
MUNRO'S	61.80	434493
RALPH'S INDUSTRIAL ELECTRONICS	87.63	434508
TAC - TEXAS ASSN. OF COUNTIES	230.00	434519
TIME WARNER COMMUNICATIONS	86.91	434522
HOWARD'S AUTO SUPPLY	125.34	434541
LOWE'S HOME CENTERS, INC.	15.98	434563
TEXAS GAS SERVICE	155.10	434565
WINDSTREAM	42.43	434584
BILL WILLIAMS	200.00	434590
ASCO	1,790.98	434636
SHOPPA'S FARM SUPPLY	1,510.72	434659
FUNCTION 4 LLC	38.82	434704
		6,247.92**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	48.90	434438
SPIDLE & SPIDLE	2,757.18	434441
ENTERGY	12.48	434474
KIRKSEY'S SPRINT PRINTING	24.95	434485
M&D SUPPLY	184.59	434489
OIL CITY TRACTORS, INC.	228.60	434497
POSTMASTER	147.00	434502
TEXAS ORG OF BLACK COUNTY COMM	150.00	434537
UNITED STATES POSTAL SERVICE	.81	434553
NIPPON CARBIDE INDUSTRIES (USA) INC	450.00	434632
SOUTHEAST TEXAS PARTS AND EQUIPMENT	872.43	434649
GCR TIRES & SERVICE	109.00	434656
BK INDUSTRIAL SOLUTIONS LLC	115.64	434667
MARTIN MARIEETA MATERIALS	698.88	434670
TRINITY VALLEY TRACTORS INC	52.01	434696
GULF COAST	133.00	434697
FUNCTION 4 LLC	63.73	434704
WAUKESHA-PEARCE INDUSTRIES LLC	198.20	434707
		6,247.40**
ENGINEERING FUND		



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NAME	AMOUNT	CHECK NO. TOTAL
DLT SOLUTIONS LLC	1,564.14	434448
VERIZON WIRELESS	245.14	434550
FUNCTION 4 LLC	127.84	434704
		1,937.12**
PARKS & RECREATION		
CITY OF PORT ARTHUR - WATER DEPT.	45.64	434459
AT&T	29.07	434515
LOWE'S HOME CENTERS, INC.	64.23	434563
ALL INDUSTRIES, INC.	2,626.88	434622
		2,765.82**
GENERAL FUND		
TAX OFFICE		
OFFICE DEPOT	258.22	434496
ACE IMAGEWEAR	20.74	434512
SOUTHEAST TEXAS WATER	265.50	434513
AT&T	105.54	434515
UNITED STATES POSTAL SERVICE	732.83	434553
UNITED STATES POSTAL SERVICE	82.94	434554
CINTAS CORPORATION	153.67	434685
FUNCTION 4 LLC	102.60	434704
		1,722.04*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	3.29	434553
FUNCTION 4 LLC	19.41	434704
		22.70*
AUDITOR'S OFFICE		
OFFICE DEPOT	17.19	434496
SOUTHEAST TEXAS WATER	29.95	434513
UNITED STATES POSTAL SERVICE	20.91	434553
FUNCTION 4 LLC	19.41	434704
		53.08*
COUNTY CLERK		
OFFICE DEPOT	724.27	434496
ULINE SHIPPING SUPPLY SPECIALI	32.86	434529
CDW COMPUTER CENTERS, INC.	573.05	434544
UNITED STATES POSTAL SERVICE	168.64	434553
UNITED STATES POSTAL SERVICE	113.19	434554
US POSTAL SERVICE	1,356.00	434558
WESTERN MICROGRAPHICS & IMAGING	92.00	434626
FUNCTION 4 LLC	291.99	434704
		3,352.00*
COUNTY JUDGE		
UNITED STATES POSTAL SERVICE	1.21	434553
JEFF R BRANICK	353.10	434588
P DEAN BRINKLEY	500.00	434615
KENDALL COCKRELL	500.00	434653
JAN GIROUARD & ASSOCIATES LLC	800.00	434680
JOSEPH MUCKLERROY	500.00	434698
FUNCTION 4 LLC	19.41	434704
		2,673.72*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	.92	434553
FUNCTION 4 LLC	19.41	434704
		20.33*
COUNTY TREASURER		
UNITED STATES POSTAL SERVICE	6.21	434553
FUNCTION 4 LLC	92.04	434704
		98.25*
PRINTING DEPARTMENT		
FUNCTION 4 LLC	333.16	434704
		333.16*
PURCHASING DEPARTMENT		

PGM: GMCOMMV2	DATE 06-12-2017	PAGE: 3 68
NAME	AMOUNT	CHECK NO. TOTAL
PORT ARTHUR NEWS, INC.	2,238.27	434500
FUNCTION 4 LLC	19.41	434704
GENERAL SERVICES		2,257.68*
GREATER BMT. CHAMBER OF COMMERCE	985.09	434455
CASH ADVANCE ACCOUNT	120.00	434483
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	434524
INTERFACE EAP	1,386.45	434536
TEXAS COFFEE COMPANY	83.18	434542
VERIZON WIRELESS	303.94	434550
JEFFERSON COUNTY CREDIT CARDS	4.12	434618
SPOK INC	3.00	434657
TFORCE FINAL MILE	203.30	434709
DATA PROCESSING		5,789.08*
OFFICE DEPOT	14,568.79	434496
CDW COMPUTER CENTERS, INC.	4,265.46	434544
JEFFERSON COUNTY CREDIT CARDS	177.83	434618
SPOK INC	12.06	434657
FUNCTION 4 LLC	19.41	434704
VOTERS REGISTRATION DEPT		19,043.55*
UNITED STATES POSTAL SERVICE	137.84	434553
FUNCTION 4 LLC	19.41	434704
ELECTIONS DEPARTMENT		157.25*
FUNCTION 4 LLC	75.34	434704
DISTRICT ATTORNEY		75.34*
CASH ADVANCE ACCOUNT	20.00	434483
OFFICE DEPOT	561.59	434496
TRIANGLE BLUE PRINT CO., INC.	249.40	434527
UNITED STATES POSTAL SERVICE	347.31	434553
JEFFERSON COUNTY CREDIT CARDS	718.43	434618
TRANSUNION RISK AND ALTERNATIVE	110.00	434663
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	434664
O'CONNOR'S	117.00	434679
CORY KNEELAND	420.00	434692
FUNCTION 4 LLC	133.11	434704
LAURIE SHEARER	107.00	434714
REKINA SMITH	849.12	434717
DISTRICT CLERK		3,703.96*
CARPENTER'S TIME CENTER INC.	135.00	434457
KIRKSEY'S SPRINT PRINTING	138.00	434485
OFFICE DEPOT	38.11	434496
UNITED STATES POSTAL SERVICE	252.85	434553
JEFFERSON COUNTY CREDIT CARDS	718.23	434618
AERIALINK INC	167.36	434694
FUNCTION 4 LLC	19.41	434704
CRIMINAL DISTRICT COURT		1,468.96*
DAVID GROVE	8,750.00	434443
DAVID W BARLOW	4,375.00	434454
DONALD W. DUESLER & ASSOC.	8,750.00	434467
MARSHA NORMAND	8,750.00	434494
RENE MULHOLLAND	2,512.30	434532
KEVIN S. LAINE	900.00	434539
UNITED STATES POSTAL SERVICE	23.94	434553
C. HADEN CRIBBS JR., PC	8,750.00	434624
ROEBUCK & THOMAS PLLC	7,508.42	434699
FUNCTION 4 LLC	122.48	434704
58TH DISTRICT COURT		50,442.14*
SOUTHEAST TEXAS WATER	29.95	434513

PGM: GMCOMMV2	DATE 06-12-2017	AMOUNT	CHECK NO.	PAGE: 4 69 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	22.40	434553		
FUNCTION 4 LLC	19.41	434704		
60TH DISTRICT COURT				71.76*
UNITED STATES POSTAL SERVICE	.40	434553		
FUNCTION 4 LLC	19.41	434704		
136TH DISTRICT COURT				19.81*
UNITED STATES POSTAL SERVICE	1.61	434553		
LEXIS-NEXIS	69.00	434555		
BAYLOR WORTHAM	270.00	434583		
ACCO BRANDS DIRECT	50.99	434641		
FUNCTION 4 LLC	19.41	434704		
172ND DISTRICT COURT				411.01*
FUNCTION 4 LLC	19.41	434704		
252ND DISTRICT COURT				19.41*
DAVID W BARLOW	4,375.00	434454		
MIKE VAN ZANDT	8,750.00	434531		
BRACK JONES JR.	8,750.00	434538		
UNITED STATES POSTAL SERVICE	61.98	434553		
RYAN GERTZ	23,268.19	434610		
JASON ROBERT NICKS	900.00	434611		
ALLEN PARKER	8,750.00	434612		
JEFFERSON COUNTY CREDIT CARDS	479.42	434618		
SAMUEL & SON LAW FIRM PLLC	8,750.00	434658		
FUNCTION 4 LLC	19.41	434704		
279TH DISTRICT COURT				64,104.00*
PHILLIP DOWDEN	525.00	434449		
ANITA F. PROVO	375.00	434504		
WENDELL RADFORD	325.00	434505		
NATHAN REYNOLDS, JR.	150.00	434506		
JOEL WEBB VAZQUEZ	800.00	434572		
ANGELA L MORMAN	350.00	434593		
TONYA CONNELL TOUPS	225.00	434596		
P DEAN BRINKLEY	75.00	434615		
WILLIAM FORD DISHMAN	150.00	434644		
MELANIE AIREY	75.00	434665		
FUNCTION 4 LLC	19.41	434704		
317TH DISTRICT COURT				3,069.41*
JUDY PAASCH	2,323.90	434574		
FUNCTION 4 LLC	19.41	434704		
JUSTICE COURT-PCT 1 PL 1				2,343.31*
UNITED STATES POSTAL SERVICE	42.90	434553		
FUNCTION 4 LLC	24.96	434704		
JUSTICE COURT-PCT 1 PL 2				67.86*
CASH ADVANCE ACCOUNT	640.70	434483		
TEXAS STATE UNIVERSITY SAN MARS	150.00	434514		
TEXAS MUNICIPAL COURT - JUSTICE	36.00	434526		
FUNCTION 4 LLC	19.41	434704		
JUSTICE COURT-PCT 4				846.11*
TEXAS MUNICIPAL COURT - JUSTICE	36.00	434526		
JEFFERSON COUNTY CREDIT CARDS	166.48	434618		
FUNCTION 4 LLC	24.96	434704		
JUSTICE COURT-PCT 6				227.44*
UNITED STATES POSTAL SERVICE	34.72	434553		

PGM: GMCOMMV2	DATE 06-12-2017	AMOUNT	CHECK NO.	PAGE: 5 70 TOTAL
FUNCTION 4 LLC		19.41	434704	
JUSTICE OF PEACE PCT. 8				54.13*
UNITED STATES POSTAL SERVICE		214.71	434554	
FUNCTION 4 LLC		19.41	434704	
COUNTY COURT AT LAW NO.1				234.12*
UNITED STATES POSTAL SERVICE		2.42	434553	
SIERRA SPRING WATER CO. - BT		79.31	434557	
FUNCTION 4 LLC		68.20	434704	
COUNTY COURT AT LAW NO. 2				149.93*
DAVID GROVE		250.00	434442	
DAVID W BARLOW		250.00	434453	
THOMAS J. BURBANK PC		300.00	434456	
A. MARK FAGGARD		250.00	434470	
TEXAS ASSN. FOR COURT ADMINISTRATIO		75.00	434520	
UNITED STATES POSTAL SERVICE		2.07	434553	
ANTOINE FREEMAN		250.00	434597	
LAURIE PEROZZO		250.00	434609	
JANSON ELLIOTT BAILEY		250.00	434682	
SEAN NGUYEN		250.00	434683	
FUNCTION 4 LLC		19.41	434704	
COUNTY COURT AT LAW NO. 3				2,146.48*
UNITED STATES POSTAL SERVICE		1.21	434553	
JOEL WEBB VAZQUEZ		250.00	434572	
ANITA U SEPEDA		100.00	434616	
FUNCTION 4 LLC		19.41	434704	
COURT MASTER				370.62*
OFFICE DEPOT		269.35	434496	
UNITED STATES POSTAL SERVICE		.81	434553	
FUNCTION 4 LLC		19.41	434704	
MEDIATION CENTER				289.57*
UNITED STATES POSTAL SERVICE		6.85	434553	
FUNCTION 4 LLC		19.41	434704	
COMMUNITY SUPERVISION				26.26*
FUNCTION 4 LLC		77.64	434704	
SHERIFF'S DEPARTMENT				77.64*
ENTERGY		980.43	434474	
KIRKSEY'S SPRINT PRINTING		24.95	434485	
AT&T		32.53	434515	
UNITED STATES POSTAL SERVICE		1,644.51	434553	
TAC VIEW INC		267.00	434581	
JEFFERSON COUNTY CREDIT CARDS		1,134.62	434618	
COASTAL BUSINESS FORMS		1,079.75	434637	
FUNCTION 4 LLC		221.84	434704	
CRIME LABORATORY				5,385.63*
SANITARY SUPPLY, INC.		68.34	434510	
SOUTHEAST TEXAS WATER		79.90	434513	
AIRGAS SOUTHWEST		72.67	434602	
FUNCTION 4 LLC		24.96	434704	
JAIL - NO. 2				245.87*
ACTION AUTO GLASS		4,618.48	434440	
BOB BARKER CO., INC.		75.80	434452	
CITY OF BEAUMONT - WATER DEPT.		8.00	434458	
ENTERGY		41,037.03	434474	

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NAME	AMOUNT	CHECK NO.
		TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	176.43	434477
CASH ADVANCE ACCOUNT	4,974.40	434483
KIRKSEY'S SPRINT PRINTING	49.90	434485
KOMMERICAL KITCHENS	279.98	434486
SANITARY SUPPLY, INC.	484.60	434510
STANLEY SHIPPER	35.00	434568
MARK ELLIS	67.97	434586
MODERN AG PRODUCTS LTD	532.27	434592
JEFFERSON COUNTY CREDIT CARDS	1,959.84	434618
INDEPENDENT STATIONERS	345.83	434621
CONSTELLATION NEWENERGY - GAS DIVIS	2,386.96	434635
MATERA PAPER COMPANY INC	9,086.59	434638
ERIC WILLIAMS	172.00	434640
BAYOU METALS SPECIALTY	2,260.00	434646
LONE STAR UNIFORMS	11,674.00	434673
TEXAS DEPARTMENT OF AGRICULTURE	125.00	434678
FUNCTION 4 LLC	354.97	434704
WATCO INDUSTRIAL FLOORING INC	9,683.98	434708
SHARON HENTON	169.00	434718
		90,558.03*
JUVENILE PROBATION DEPT.		
G. FRAN HUDGINS	1,168.00	434478
OFFICE DEPOT	329.98	434496
UNITED STATES POSTAL SERVICE	18.21	434553
LATASHA DILL	555.33	434578
LYNN BIERHALTER	128.40	434580
SHARON STREETMAN	70.62	434582
NISHA AMIN	1,200.00	434598
JOSH CUYOS	230.05	434650
SPOK INC	48.24	434657
ROXANA MITCHELL	419.44	434669
CHRISTAL CHANNELL	283.55	434674
KAREN RIGGS	124.12	434675
SUMMER KENNERSON	170.13	434693
FUNCTION 4 LLC	38.82	434704
ANNIE JONES	295.85	434715
		5,080.74*
JUVENILE DETENTION HOME		
ENTERGY	7,577.63	434474
AT&T	688.04	434515
BEN E KEITH FOODS	2,711.96	434571
VACUUM CITY	54.00	434589
FUNCTION 4 LLC	63.73	434704
		11,095.36*
CONSTABLE PCT 1		
CASH ADVANCE ACCOUNT	1,175.07	434483
KIRKSEY'S SPRINT PRINTING	115.50	434485
JAMES LOCKE	15.00	434487
UNITED STATES POSTAL SERVICE	30.11	434553
TEXAS COMMISSION ON LAW ENFORCEMENT	35.00	434600
FUNCTION 4 LLC	89.62	434704
		1,460.30*
CONSTABLE-PCT 4		
DECATUR ELECTRONICS, INC.	1,783.77	434466
TRANSUNION RISK AND ALTERNATIVE	70.00	434663
FUNCTION 4 LLC	19.41	434704
		1,873.18*
CONSTABLE-PCT 6		
CASH ADVANCE ACCOUNT	961.20	434483
UNITED STATES POSTAL SERVICE	25.71	434553
FUNCTION 4 LLC	19.41	434704
		1,006.32*
CONSTABLE PCT. 7		
EAST TEXAS PEACE OFFICERS ASSN.	100.00	434468
		100.00*
CONSTABLE PCT. 8		

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NAME	AMOUNT	CHECK NO. TOTAL
FUNCTION 4 LLC	89.56	434704
COUNTY MORGUE		89.56*
BJ TRANSPORT SERVICE, INC.	12,650.00	434451
FMMS HOLDINGS OF TEXAS LLC	75,250.00	434625
AGRICULTURE EXTENSION SVC		87,900.00*
TERRIE S. LOONEY	25.00	434437
TEXAS AGRILIFE EXTENSION SERVICE	255.00	434601
DAVID OATES	453.13	434681
ALLEN HOMANN	48.69	434686
FUNCTION 4 LLC	55.47	434704
HEALTH AND WELFARE NO. 1		837.29*
CLAYBAR FUNERAL HOME, INC.	1,500.00	434461
AUSTIN CECIL WALKES MD PA	2,932.58	434534
UNITED STATES POSTAL SERVICE	72.77	434553
HEB CREDIT RECEIVABLES DEPT 308	15.00	434587
SPOK INC	15.16	434657
FUNCTION 4 LLC	103.29	434704
HEALTH AND WELFARE NO. 2		4,638.80*
AUSTIN CECIL WALKES MD PA	731.00	434533
AUSTIN CECIL WALKES MD PA	2,932.58	434534
UNITED STATES POSTAL SERVICE	584.48	434554
FUNCTION 4 LLC	38.82	434704
NURSE PRACTITIONER		4,286.88*
MCKESSON MEDICAL-SURGICAL INC	166.02	434545
SIERRA SPRING WATER CO. - BT	6.00	434556
EXCEL MEDICAL WASTE LLC	35.00	434668
FUNCTION 4 LLC	19.41	434704
CHILD WELFARE UNIT		226.43*
BEAUMONT OCCUPATIONAL SERVICE, INC.	1,059.65	434559
J.C. PENNEY'S	1,678.59	434560
SEARS COMMERCIAL CREDIT	200.00	434561
TYMIR WILSON PAYEE	20.00	434585
J'LYNN HENDRIX	20.00	434606
ANDREW REISNER	20.00	434619
ROBIN FRANK PAYEE	20.00	434630
FATIMA ZAVALA	20.00	434651
TYRE A WELLS	20.00	434652
TRELIN FARR	20.00	434654
TYTIANNA WELLS SIGARST	20.00	434655
DONALD ORCHID	20.00	434662
JAVIER ZAVALA FC	20.00	434666
MYA ARCENEUX	20.00	434672
ISAAC JERRY	20.00	434684
KENNY ROBINSON	20.00	434688
RAVEN WILSON	20.00	434689
SHAWN MOUTON	20.00	434690
LARRY DOYLE	20.00	434705
FAITH DOYLE	20.00	434706
KYVIAUNT PAUL FC	20.00	434710
JAMES MAXWELL	20.00	434711
SKYLA CRANER	20.00	434712
WYATT TORRES	15.00	434719
ABIGAIL GAUTHIER	30.00	434720
LACOREY LOVETT	15.00	434721
CLYDE GAUTHIER III	50.00	434722
ZA'DARIUS HARRISON	15.00	434723
ENVIRONMENTAL CONTROL		3,463.24*
JACKSON-HIRSH, INC.	95.40	434481
OFFICE DEPOT	156.34	434496

PGM: GMCOMMV2	DATE 06-12-2017		PAGE: 8
NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	89.62	434704	
INDIGENT MEDICAL SERVICES			341.36*
DANA JOHNSON	1,725.00	434660	
MAINTENANCE-BEAUMONT			1,725.00*
AAA LOCK & SAFE	27.75	434436	
ECOLAB	209.95	434469	
W.W. GRAINGER, INC.	29.43	434472	
ENTERGY	6,259.13	434474	
M&D SUPPLY	32.75	434489	
MCCOWN PAINT & SUPPLY OF TEXAS	185.73	434491	
PORTER'S, INC.	100.00	434501	
RALPH'S INDUSTRIAL ELECTRONICS	250.00	434508	
SANITARY SUPPLY, INC.	484.11	434510	
ACE IMAGEWEAR	167.90	434512	
AT&T	1,058.39	434515	
REFLECTIONS	38.75	434546	
BAKER DISTRIBUTING COMPANY	35.20	434569	
CENTERPOINT ENERGY RESOURCES CORP	449.51	434575	
ZENO IMAGING	123.25	434613	
CARRIER ENTERPRISE LLC	975.00	434642	
FUNCTION 4 LLC	19.41	434704	
MAINTENANCE-PORT ARTHUR			10,446.26*
JOHNSTONE SUPPLY	24.52	434444	
ALL-PHASE ELECTRIC SUPPLY	43.00	434463	
UNITED PARCEL SERVICE	30.58	434530	
PARKER LUMBER	17.88	434614	
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	434643	
SOUTHERN SUPPLY	644.40	434691	
FUNCTION 4 LLC	38.82	434704	
MAINTENANCE-MID COUNTY			3,548.48*
CITY OF NEDERLAND	32.21	434460	
ENTERGY	2,214.76	434474	
ACE IMAGEWEAR	92.24	434512	
AT&T	697.02	434515	
SUTHERLAND LUMBER CO.	39.95	434517	
FUNCTION 4 LLC	19.41	434704	
SERVICE CENTER			3,095.59*
SPIDLE & SPIDLE	15,385.80	434441	
J.K. CHEVROLET CO.	240.02	434480	
KINSEL FORD, INC.	42.51	434484	
MUNRO'S	59.65	434493	
PHILPOTT MOTORS, INC.	167.23	434499	
VIN'S PAINT & BODY, INC.	235.30	434540	
FASTENAL	312.90	434543	
JEFFERSON CTY. TAX OFFICE	7.00	434547	
JEFFERSON CTY. TAX OFFICE	7.50	434548	
JEFFERSON CTY. TAX OFFICE	7.50	434549	
VOYAGER FLEET SYSTEM, INC.	18,485.94	434567	
BUMPER TO BUMPER	1,199.23	434573	
ROBERT'S TEXACO XPRESS LUBE	63.00	434603	
C & I OIL COMPANY INC	1,283.10	434604	
PRO CHEM INC	226.47	434628	
SILSBEE FORD INC	157.92	434645	
FUNCTION 4 LLC	19.41	434704	
VETERANS SERVICE			37,900.48*
OFFICE DEPOT	149.84	434496	
UNITED STATES POSTAL SERVICE	3.29	434553	
UNITED STATES POSTAL SERVICE	2.99	434554	
HILARY GUEST	98.33	434564	
FUNCTION 4 LLC	66.56	434704	
MOSQUITO CONTROL FUND			321.01*
			441,367.92**

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NAME	AMOUNT	CHECK NO.	TOTAL 74
ENTERGY	512.75	434474	
MUNRO'S	82.20	434493	
AT&T	31.21	434515	
UNITED PARCEL SERVICE	12.20	434530	
FASTENAL	120.00	434543	
PARKER LUMBER	14.47	434614	
FUNCTION 4 LLC	19.41	434704	792.24**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	19.41	434704	19.41**
J.C. FAMILY TREATMENT			
CASH ADVANCE ACCOUNT	1,542.14	434483	
BEAUMONT OCCUPATIONAL SERVICE, INC.	420.65	434559	
PATRICIA VELASCO	2,520.00	434677	4,482.79**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	5,197.74	434639	
FUNCTION 4 LLC	19.41	434704	5,217.15**
EMPG GRANT			
PORT ARTHUR NEWS, INC.	575.00	434500	
JEFFERSON COUNTY CREDIT CARDS	481.77	434618	
HYATT REGENCY SAN ANTONIO	860.80	434713	1,917.57**
GRANT A STATE AID			
OFFICE DEPOT	102.17	434496	
SPOK INC	19.76	434657	
G4S YOUTH SERVICES LLC	602.10	434661	724.03**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP.	2,139.13	434482	
CASH ADVANCE ACCOUNT	1,135.07	434483	
OFFICE DEPOT	378.29	434496	
OLMSTED-KIRK PAPER	440.25	434498	
SAM HOUSTON STATE UNIVERSITY	470.00	434509	
PAMELA G. STEWART	187.74	434516	
TIME WARNER COMMUNICATIONS	84.60	434523	
UNITED STATES POSTAL SERVICE	119.67	434553	
UNITED STATES POSTAL SERVICE	436.09	434554	
TRAINING STRATEGIES, INC.	2,259.61	434570	
JCCSC	264.08	434620	
SAM'S CLUB DIRECT	155.00	434629	8,069.53**
JEFF. CO. WOMEN'S CENTER			
ALL STAR PLUMBING	475.28	434447	
ECOLAB	87.10	434469	
LUBE SHOP	44.48	434488	
MARKET BASKET	251.90	434490	
KIM MCKINNEY, LPC, LMFT	225.00	434492	
PREMIUM PLUMBING	232.50	434503	
SYSCO FOOD SERVICES, INC.	1,257.06	434518	
TIME WARNER COMMUNICATIONS	35.04	434521	
TOWER COMMUNICATIONS, INC.	60.00	434551	
BEN E KEITH FOODS	1,339.37	434571	
CENTERPOINT ENERGY RESOURCES CORP	344.15	434575	
SAM'S CLUB DIRECT	409.32	434629	
MATERA PAPER COMPANY INC	468.59	434638	
SILSBEE FORD INC	28,088.50	434645	
SPOK INC	16.41	434657	
CINTAS CORPORATION	51.61	434685	
FUNCTION 4 LLC	38.82	434704	33,425.13**
MENTALLY IMPAIRED OFFEND.			
CASH ADVANCE ACCOUNT	1,086.46	434483	1,086.46**
COMMUNITY CORRECTIONS PRG			



PGM: GMCOMMV2	DATE 06-12-2017	PAGE: 10 75
NAME	AMOUNT	CHECK NO. TOTAL
M&D SUPPLY	51.06	434489
FUNCTION 4 LLC	24.96	434704
DRUG DIVERSION PROGRAM		76.02**
OFFICE DEPOT	303.68	434496
FUNCTION 4 LLC	22.19	434704
COUNTY CLERK - RECORD MGT		325.87**
MANATRON	7,474.62	434595
PCM-G	8,289.50	434605
DEPUTY SHERIFF EDUCATION		15,764.12**
TRAINING FORCE USA	597.00	434716
HOTEL OCCUPANCY TAX FUND		597.00**
THERMACON SERVICE	475.00	434445
CITY OF BEAUMONT - WATER DEPT.	114.59	434458
COTTON CARGO	2,340.00	434464
MUNRO'S	146.05	434493
AT&T	179.18	434515
TRI-CITY COFFEE SERVICE	109.30	434528
ULINE SHIPPING SUPPLY SPECIALI	135.35	434529
LA RUE ROUGEAU	140.93	434591
ATTABOY TERMITE & PEST CONTROL	55.00	434607
COUNTY HOME AND RANCH LP	215.99	434623
BUCK SPRINGS WATER	4,232.00	434631
FUNCTION 4 LLC	87.36	434704
DISTRICT CLK RECORDS MGMT		8,230.75**
FUNCTION 4 LLC	38.82	434704
CAPITAL PROJECTS FUND		38.82**
TEXAS GENERAL LAND OFFICE	36,578.68	434525
CONVERGEONE INC	207,465.93	434687
AIRPORT FUND		244,044.61**
HILO / O'REILLY AUTO PARTS	4.00	434439
SPIDLE & SPIDLE	711.80	434441
FJORD AVIATION FUELING	210.94	434446
ENTERGY	12,362.68	434476
BUBBA'S AIR CONDITIONING	2,900.00	434535
UNITED STATES POSTAL SERVICE	4.03	434553
JEFFERSON COUNTY CREDIT CARDS	19.70	434618
CRAWFORD ELECTRIC SUPPLY COMPANY	274.30	434633
SOUTHEAST TEXAS PARTS AND EQUIPMENT	34.99	434649
CINTAS CORPORATION	588.57	434685
EAGLE PUMP & METERS INC	807.85	434695
FUNCTION 4 LLC	38.82	434704
SE TX EMP. BENEFIT POOL		17,957.68**
STANDARD INSURANCE COMPANY	22,101.91	434577
RELIANCE STANDARD LIFE INSURANCE	5,620.29	434579
CHLIC-CHICAGO	63,303.37	434608
COMPASS PROFESSIONAL HEALTH SERVICE	6,280.00	434647
SA BENEFITS SERVICES LLC	29,176.88	434648
SETEC FUND		126,482.45**
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	434627
WORKER'S COMPENSATION FD		1,652.00**
TRISTAR RISK MANAGEMENT	3,737.46	434576
GUARDIANSHIP FEE		3,737.46**

PGM: GMCOMMV2	DATE	PAGE: 11
	06-12-2017	76
NAME	AMOUNT	CHECK NO. TOTAL
ELIZABETH MCKIM	200.00	434700 200.00**
APPELLATE JUDICIAL SYSTEM		
9TH COURT OF APPEALS	2,015.00	434599 2,015.00**
MARINE DIVISION		
SETZER HARDWARE, INC.	55.19	434511 55.19**
		941,815.76***

## Restructure for County Clerk's Office

Relinquish vacant Administrative Deputy County Clerk - 1 position budgeted \$53,914

Administrative Deputy County Clerk (1123 CCG53)	<b>\$53,914</b>	(VACANT)
Sr. Deputy Clerk (1122 CCG43) (replace)	<u>\$39,760</u>	
Difference	-\$14,154	

Deputy County Clerk (1121 CCG40)	\$38,605
Increase	<u>\$ 5,500</u>
Administrative Office Specialist (1117 CCG46)	\$44,105

Deputy County Clerk (1121 CCG40)	\$40,710
Increase	<u>\$4,550</u>
Administrative Office Specialist (1117 CCG46)	\$45,260



ELECTION SERVICES CONTRACT AND LEASE AGREEMENT  
BETWEEN JEFFERSON COUNTY  
AND  
PORT ARTHUR INDEPENDENT SCHOOL DISTRICT

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk, and Port Arthur Independent School District** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

**WHEREAS**, Political Subdivision will hold a special election on **August, 5, 2017**;

**THIS LEASE AGREEMENT AND ELECTION SERVICES CONTRACT** is made this 25<sup>th</sup> day of May, 2017, by and between the Political Subdivision of **Port Arthur Independent School District**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Lease Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its August, 5, 2017, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
  - (a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

- (b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.
- (c) Arrange for the use of early voting locations per the attached **Exhibit A – Early Voting Locations** and Election Day polling locations per the attached **Exhibit B – Election Day Polling Locations**. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.
- (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.
- (e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for this Special Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.
- (g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.
- (h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. **DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on **Exhibit A – Early Voting Locations**. Political Subdivision shall adopt the Election Day polling locations on the attached **Exhibit B – Election Day Polling Locations** for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts. **Note: This Special Election is not on a uniform election date and consequently vote centers cannot be utilized. On Election Day voters must voter in their precinct assigned polling location.**

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places

and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached **Exhibit C- CALENDAR**

(f) Deliver to Contracting Officer, according to the attached **Exhibit C - CALENDAR**, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for the Political Subdivision. All costs will be assessed according to attached schedule on **Exhibit D – Contract Costs** and a detailed billed will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **August, 5, 2017**.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this

Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

- (a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on **Exhibit D – Contract Costs**.

## 5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.



(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60<sup>th</sup> day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6. DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7. ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between Port Arthur Independent School District and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

## **8. NOTICES**

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Election Services Contract

Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

**Port Arthur Independent School District:**

Dr. Mark Porterie, Superintendent  
4801 9th Ave  
Port Arthur, TX 77642

**Jefferson County:**

Carolyn L. Guidry, County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 25 day of May, 2017.

**Port Arthur Independent School District**

By: Dr. Mark Porterie  
Name: Dr. Mark Porterie  
Title: Superintendent

Attest: \_\_\_\_\_

(seal)

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 12<sup>th</sup> day of JUNE, 2017.

**Jefferson County, Texas**

By: [Signature]  
Name: Jeff Branick  
Title: County Judge

Attest: Carolyn L. Guidry

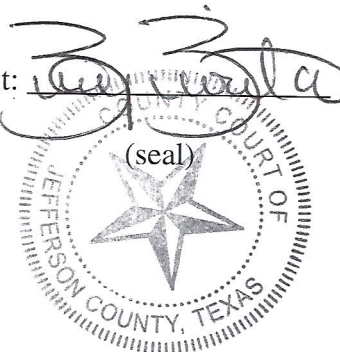
(seal)



By: Carolyn L. Guidry  
Name: Carolyn L. Guidry  
Title: County Clerk

Attest: [Signature]

(seal)



## EXHIBIT A

**EARLY VOTING LOCATIONS**

Port Arthur Sub-Courthouse

525 Lakeshore Dr., Port Arthur, Texas

Port Arthur Public Library

4615 Ninth Ave, Port Arthur, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:  
 (Fechas y Horas para todas las localizaciones):

July 19 – 21 (Julio 19 – 21)	Wednesday – Friday (Miércoles - Viernes)	8:00 a.m – 5:00 p.m. 8:00 a.m. – 5:00p.m.
July 24 – 28 (Julio 24 – 28)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m. 8:00 a.m. – 5:00p.m.
July 29 (Julio 29)	Saturday Sábado)	8:00 a.m. - 5:00 p.m. 5:00 a.m. - 5:00 p.m.
July 31 (Julio 31)	Monday (Lunes)	7:00 a.m. -7:00p.m. 7:00 a.m. -7:00p.m.
August 1 Agosto	Tuesday (Martes)	7:00 a.m. -7:00p.m. 7:00 a.m. -7:00p.m.

## EXHIBIT B

**ELECTION DAY POLLING LOCATIONS****August 5, 2017 7:00a.m. – 7:00 p.m.**

<b>Comm. Pct</b>	<b>Voting Precincts</b>	<b>Polling Location</b>	<b>Location Address</b>	<b>City &amp; Zip Code</b>
3--10	45/46/96	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
3--3	52/53/54/55/57/59 /81/97/104	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
3--4	33*/34/98*	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
3--5	47/76/93	O W Collins Retirement Center	4440 Gulfway Dr.	Port Arthur, TX 77642
3--6	43*/60*/61*/70* /82*/95*/105	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
3--7	44/48/49/50/51	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642

## **CALENDAR**

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

### **School Districts must adhere to all deadlines, even if on Spring Break.**

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

Prior to **June 1, 2017** each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

### **68<sup>th</sup> day before Election Day**

Recommended date to conduct ballot position drawing. (if necessary)

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

**\*\*Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us).\*\***

### **60th day before Election Day**

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

### **60th day before Election Day - Continued**

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us)

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

**\*\*Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.\*\***

#### **45th day before Election Day**

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

#### **30th day before Election Day**

Last day to register to vote or make a change of address effective for the July 6, 2017 election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

#### **19th day before Election Day**

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A Record of Posting Notice of Election (PDF) should be completed at the time of posting. (Sec. 4.005).

#### **17th day before Election Day**

First day to vote early in person. (Sec. 85.001(a)).

**NOTE - Political Subdivisions Other than Cities and Counties:** Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

**NOTE – Cities and counties:** Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk’s or city secretary’s main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those “closed” days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city’s two 12-hour days, when it must be open for the full 12 hours).

**NOTE - Cities:** Cities **must** choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

**NOTE - Independent School Districts:** Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

**NOTE - Joint Elections:** If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity’s requirements should be neglected or subtracted as a result of a joint agreement.

#### **10th day before Election Day**

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

Cities and Counties – Weekend Early Voting Hours - Notice Requirement: Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision’s website, if one is maintained.

**NOTE - NEW LAW:** Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision’s website, if the political subdivision maintains a website.

#### **4th day before Election Day**

Last day to vote early by personal appearance. (Sec. 85.001(a)).

Election Services Contract

Last Updated: 5/30/2017

**Election Day**  
**August 5, 2017.**

**30 days from date of final invoice**

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer  
P O Box 1151,  
Beaumont, Texas 77704-1151



## EXHIBIT D

**CONTRACT COSTS**

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00

Mandatory Signs	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00

PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00

BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06

SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16

**AGENDA ITEM****June 12, 2017**

Authorize the County Judge to execute North American Wetlands Conservation Act Proposal Partner Contribution Forms for both the Upper and Middle Salt Bayou Marsh siphon grant requests.

**NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL  
PARTNER CONTRIBUTION FORM**

**What is the title of the proposal that you are contributing to?** Restoration of the Upper Salt Bayou Marsh and Private Lands

**What is the name of your organization (private landowners indicate "Private")?** Jefferson County

**When will you make the contribution?** Our contribution will be made pre-grant submittal as old match.

**What is the value of your contribution and how did you determine the value?** The value of our contribution is \$100,000 in old cash match for engineering and design on the Upper Salt Bayou siphon (Tract A).

**Does the contribution have a non-federal origin?** Yes, the entire contribution is non-federal in origin.

**If this is based on a fund-raising event or other future action, if that future action fails, will you still provide the contribution amount?** This cash contribution is not based on future fund raising efforts.

**What long-term migratory bird and wetlands conservation work will the contribution cover?** This proposal will restore, enhance, and protect critical wetland habitat along the Texas Gulf Coast, including the Salt Bayou Marsh which is the largest contiguous emergent coastal marsh complex on the Texas Coast. The Salt Bayou marsh provides important wintering, staging, and nesting habitat for migratory and resident birds within the Gulf Coast Joint Venture (GCJV) Initiative area. This proposal will help meet the long-term objectives of NAWCA and the GCJV.

**Does the proposal correctly describe your contribution, especially the amount?** Yes, this proposal accurately describes our contribution of \$100,000.

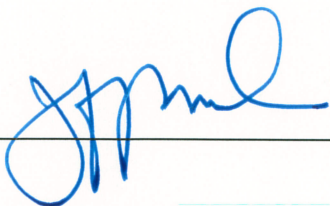
**If applicable to the proposal, is your organization competent to hold title to, and manage, land acquired with grant funds and are you willing to apply a Notice of Grant Agreement or other recordable document to the property?** Not Applicable.

**Please confirm that your contribution has not been used to meet any other federal programs match or cost share requirements.** Our contribution has not been used to meet any other federal programs match or cost-share requirements.

**Do you have any additional comments?** We are pleased to be a partner of Ducks Unlimited in the land-scape scale restoration and enhancement of the Salt Bayou marsh and private lands in Texas.



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



Name, Title, and Affiliation:

Hon. Jeff Branick  
County Judge – Jefferson County, Texas

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

6.5.2017

**NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL  
PARTNER CONTRIBUTION FORM**

**What is the title of the proposal that you are contributing to?** Restoration of the Middle Salt Bayou Marsh and Private Lands

**What is the name of your organization (private landowners indicate "Private")?** Jefferson County

**When will you make the contribution?** Our contribution will be made pre-grant submittal as old match.

**What is the value of your contribution and how did you determine the value?** The value of our contribution is \$100,000 in old cash match for engineering and design on the Middle Salt Bayou siphon.

**Does the contribution have a non-federal origin?** Yes, the entire contribution is non-federal in origin.

**If this is based on a fund-raising event or other future action, if that future action fails, will you still provide the contribution amount?** This cash contribution is not based on future fund raising efforts.

**What long-term migratory bird and wetlands conservation work will the contribution cover?** This proposal will restore, enhance, and protect critical wetland habitat along the Texas Gulf Coast, including the Salt Bayou Marsh which is the largest contiguous emergent coastal marsh complex on the Texas Coast. The Salt Bayou marsh provides important wintering, staging, and nesting habitat for migratory and resident birds within the Gulf Coast Joint Venture (GCJV) Initiative area. This proposal will help meet the long-term objectives of NAWCA and the GCJV.

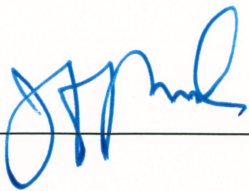
**Does the proposal correctly describe your contribution, especially the amount?** Yes, this proposal accurately describes our contribution of \$100,000.

**If applicable to the proposal, is your organization competent to hold title to, and manage, land acquired with grant funds and are you willing to apply a Notice of Grant Agreement or other recordable document to the property?** Not Applicable.

**Please confirm that your contribution has not been used to meet any other federal programs match or cost share requirements.** Our contribution has not been used to meet any other federal programs match or cost-share requirements.

**Do you have any additional comments?** We are pleased to be a partner of Ducks Unlimited in the land-scape scale restoration and enhancement of the Salt Bayou marsh and private lands in Texas.

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



Name, Title, and Affiliation:

Hon. Jeff Branick  
County Judge – Jefferson County, Texas

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

6.5.2017





# Resolution

STATE OF TEXAS

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§  
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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 12<sup>th</sup> day of June, 2017, 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:

## APPROVAL OF HAZARD MITIGATION PLAN UPDATE

**WHEREAS**, natural hazards in Jefferson County, Texas, historically have caused significant disasters with losses of life and property and natural resources damage; and

**WHEREAS**, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

**WHEREAS**, FEMA requires that communities update Hazard Mitigation Action Plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

**WHEREAS**, the County of Jefferson has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

**WHEREAS**, the Jefferson County Hazard Mitigation Plan Update outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

## NOW THEREFORE BE IT RESOLVED THAT:

1. The Jefferson County Hazard Mitigation Plan Update is approved in its entirety;
2. The County of Jefferson will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;
3. The County of Jefferson vests with the County Judge the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan Update will be reviewed at least annually; and that any needed adjustments will be presented to the County Commissioners for consideration; and
4. The County of Jefferson agrees to take such other action as may be reasonably necessary to carry out the objectives of the Plan Update and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

Signed this 12<sup>th</sup> day of June, 2017.

  
JEFF R. BRANICK  
COUNTY JUDGE

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



**AGENDA ITEM****June 12, 2017**

Consider, possibly approve, authorize the County Judge to execute, receive and file Property Tax Abatement between Arkema, Inc. and Jefferson County for property located within the Arkema Reinvestment Zone pursuant to Section 312.401, Texas Tax Code.





STATE OF TEXAS

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COUNTY OF JEFFERSON

§

### **ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Arkema Inc. (hereinafter sometimes referred to as "Arkema" OR "OWNER").

#### **1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Arkema Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated June 5, 2017 (hereinafter referred to as the "REINVESTMENT ZONE")

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new chemical manufacturing facility and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the Arkema Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of Arkema.



NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE ARKEMA REINVESTMENT ZONE, WHICH ADOPTED THE ARKEMA REINVESTMENT ZONE.**

## 3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. Owner will, in consultation with the Jefferson County Appraisal District, provide the County with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission



of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 25,000,000 of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2021 which is expected to result from the Exempt Property Excess. It is understood and agreed that Arkema will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is



not created to replace a previous employee, and is covered by a group health benefit plan..

“Payment in Lieu of Taxes” If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

#### **4. TERM OF ABATEMENT**

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2021 and shall terminate on December 31, 2027, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2019, this AGREEMENT shall be null and void.

#### **5. OWNER REPRESENTATIONS/OBLIGATIONS**

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule,” OWNER shall comply with the following:

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2021, maintain a level of not less than 19 new full-time jobs, using headcount as of January 1, 2020 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 120 full-time jobs for total on site employment by owner during said term.. In the event that such employment falls below 120 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s  
 A2 = revised Abatement \$s  
 E1 = 120 full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$

b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;



- c. Construct the PROJECT with an estimated investment of \$365,000,000 to \$400,000,000;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - (i) Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
  - (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
  - (iii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held



between OWNER and potential local bidders and suppliers of services and materials. Amend: Owner agrees that he will provide sufficient notice and information regarding the project to qualified local contractors to enable them to submit bids for materials in the early procurement processes

- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;
- h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- i. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
  - (i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
  - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - (iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
  - (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:



1. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
2. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
3. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
4. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
5. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

## **6. VALUE OF ABATEMENT**

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

## **7. QUARTERLY MONITORING MEETINGS**



With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

## **8. TAXABILITY**

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each year shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2017, (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

In the event the Owner reduces its ad valorem taxes on personal property otherwise payable to the County by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County

It is specifically understood and agreed by the owner that, if at any time during the effective dates of an agreement relating to abatement, the owner files or prosecutes an action to contest the appraised value of any property of the owner or owner's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26,



Texas Tax Code, any and all abatements granted by County to Owner or its affiliates shall become null and void and cancelled.

## **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed ten percent (10%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds ten percent (10%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

## **11. EVENT OF DEFAULT**

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.



## 12. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

## 13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

## 14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COMMISSIONERS COURT, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes. *[Assignment is covered in Section 12]*

## 15. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Company: Arkema Inc.

By: Steve Zuk

Title: Director of Tax

Address: 900 First Avenue

King of Prussia, PA 19406-1308

COUNTY: Hon. Jeff R. Branick, County Judge  
 Jefferson County Texas  
 P.O. Box 4025  
 Beaumont, Texas 77704  
 (409) 835-8466  
 (409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney  
 Criminal District Attorney  
 1149 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701  
 (409) 835-8550  
 (409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
 First Assistant: Staff Attorney  
 Jefferson County Courthouse  
 P. O. Box 4025,  
 Beaumont, Texas 77704  
 (409) 835-8466  
 (409) 839-2311 (facsimile)

## **16. INTERPRETATION**

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

## **17. APPLICABLE LAW AND VENUE**

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

## **18. SEVERABILITY**

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this



AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 12<sup>th</sup> day of JUNE, 2017.

**FOR THE COUNTY:**

  
\_\_\_\_\_  
Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

ARKEMA INC.

By: McCarthy  
\_\_\_\_\_

Patricia MCCARTHY  
Title: Senior Vice President, Chief Financial Officer  
Company Arkema, Inc.

### **EXHIBIT A “Description of Project”**

The proposed project is construction of a chemical manufacturing facility and related improvements. The ability to construct this plant will enable Arkema to increase its productivity and competitiveness.

The facility would be constructed at the current site which totals to approximately 47 acres of land (the defined boundary of the proposed Reinvestment Zone). The potential project would require new equipment, piping, electrical, utilities, rail loading, and other infrastructure.

**“Tax Abatement Schedule”**

<b>Tax Year</b>		<b>Abatement Percentage</b>
1.	2021	80%
2.	2022	80%
3.	2023	80%
4.	2024	80%
5.	2025	80%
6.	2026	80%
7	2027	80 %

**EXHIBIT B “Base Year Property”**

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.



**EXHIBIT C – “Reinvestment Zone”**

”



**EXHIBIT D – “List of HUB/ DBE Companies”**

## Exhibit "E"

### Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

**EXHIBIT "F" - AFFILIATES OF OWNER**

## Minority Business Directory

**\* Indicates certification as a HUB/DBE has been obtained**

### Accountants/ Certified Public

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
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Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
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Fax: 409-832-1661  
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\*Stephanie Clark  
The Ann Group  
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Fax: 409-813-3404  
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Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

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P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

### **Agricultural**

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Cooperative Extension Program  
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Cell: 409-351-1331

### **Air Conditioning Repair**

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Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
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Jon D. Welch  
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Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)

LanLos Appliance & Air Conditioning Repair  
 P.O. Box 5513  
 Beaumont, TX 77726  
 Tel: 409-724-4101

Villery's  
 Refrigeration & Air Conditioning Service  
 Tel: 409-838-2233

### **Barbecue/ Caterers**

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 805 Magnolia  
 Beaumont, TX 77701  
 Tel: 409-835-7956

Eugene Sam  
 Tillmans Barbecue Pit  
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 Beaumont, TX 77701  
 Tel: 409-838-5592

Gerard's Barbecue Diner  
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 Beaumont, TX 77705  
 Tel: 409-842-9135

Jack Patillo Barbecue  
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 Beaumont, TX 77705  
 Tel: 409-833-3154

Leonard Broussard  
 Broussard's Bar-B-Q  
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\*Mouton's Catering  
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**Carpet/ Flooring**

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 Cell1: 409-617-1862  
 Cell2: 409-338-9907  
 Fax: 409-833-3230

Raymon and Sharonne Morris  
 Morris and Morris Floor Covering  
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 Beaumont, TX 77703  
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**Computer Service & Repair**

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 Port Arthur, TX 77642  
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 Tel2: 409-982-3529

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 Winnie, TX 77665  
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**Consultant**

Felicia Young, Owner  
 Five Star Business Solutions  
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**Contractors / Construction Services / Community Development /  
Home Builders**

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Albert Ceaser  
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Celestine's Construction  
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Alamo Contractors

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Don LaFleur Construction & Homes  
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Donald Ray Wise



Wise Barricades  
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Perkins brown  
Brown Fencing & construction  
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R. Anthony Lewis II  
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 Reliable Copy Service  
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**Council**

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 Website: [www.gtmbc.com](http://www.gtmbc.com)

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 Walker's Electric Company  
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\*Joseph C. Ledet, III  
 Ledet Electrical Services  
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### **Employment Services**

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 Texas Workforce Centers of Southeast Texas  
 304 Pearl Street  
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 Email: [imogene.chargois@setworks.org](mailto:imogene.chargois@setworks.org)

\*Luis G. Silva  
 Silva Employment Network  
 2901 Turtle Creek Drive, Suite 205  
 Port Arthur, TX 77642  
 Tel: 409-727-4024  
 Fax: 409-727-4094  
 Email: [lgsilva1940@aol.com](mailto:lgsilva1940@aol.com)

### **Energy**

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### **Engineers**

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**Environmental**

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 Beaumont, TX 77706  
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 Toll Free2: 888-898-7188  
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**Lawn Care**

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 Tel2: 409-651-9955  
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**Logistic**

\*Ray Deshotel  
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**Misc.**

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 M&R Cleaning Services  
 Tel: 409-833-4535

Delois Roy  
 Art World  
 Tel: 409-892-7638



J.M. Kaufman  
J.M. Kaufman Materials Co.  
Tel: 409-985-4906

James Holmes  
James Holmes Enterprises, Inc.  
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\*Toni Prados  
Area Impressions Caps & T's  
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### **Office Supply**

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Select Business Products  
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### **Pest Control**

Colton (Bubba) Moore, Owner  
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### **Petroleum Testing/Marine Barge/Ship Inspection**

\* Tiffany Liepke, President  
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### **Photography**

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Sonny Perkins  
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 Tel: 409-832-9380

### **Plumbing**

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 Tel: 409-833-2796

Charles chevis  
 Joe Simon Plumbing & Heating  
 Tel: 409-842-0490

### **News/ Media/ Publications**

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 Beaumont, TX 77701  
 Tel: 409-839-4580  
 Fax: 409-839-4395  
 Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
 Dee Richard Real Estate  
 999 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Tel: 409-839-4580  
 Fax: 409-839-4395  
 Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

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 Fax: 409-839-4395

Email: [drealestate@ft.rr.com](mailto:drealestate@ft.rr.com)

Mrs. Willie Mae Thomas  
Five Brothers Investments  
6140 W. Windemere Dr.  
Beaumont, TX 77713  
Tel: 409-898-4100  
Cell: 409-201-0777  
Fax: 409-898-4090  
Email: [grannysboy4@yahoo.com](mailto:grannysboy4@yahoo.com)

Walter Kyles, Jr. & Co.  
Insurance- Real Estate- Construction  
2875 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-3444  
Fax: 409-842-9770  
Cell: 409-338-1365  
Email: [kyles@aol.com](mailto:kyles@aol.com)

### **Restaurants**

Floyd & Carol Dixon  
Southern Delight Restaurant  
3195 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-840-5025

Frank Owens, Proprietor  
Dairy Queen  
3755 College St.  
Beaumont, TX 77701  
Tel: 409-838-4723

Nolan Hines, Jr.  
Taste of Orleans  
672 Orleans St.  
Beaumont, TX 77701  
Tel: 409-833-9460  
Cell: 409-553-4632  
Fax: 409-833-9470  
Website: [www.tasteoforleansonline.com](http://www.tasteoforleansonline.com)

### **Roofing**

John & Lawrence  
Norman & Norman Roofing  
Beaumont, TX



John Tel: 409-454-8586  
Lawrence Tel: 409-838-4266

### **Sanitary Supply**

Armstead Price, Owner  
MVP Janitorial Inc.  
5430 Concord Road, Suite A  
P.O. Box 22961-2961  
Beaumont, Tx 77720  
Tel: 409-347-4100  
Cell: 409-454-5100

\*S and S – Enterprises  
PO Box 1983  
Beaumont, TX 77704  
Tel: 409-842-0594  
Fax: 409-842-0594  
Pager: 409-726-3624

The Invisible Armor  
Tammy Powell  
P.O. Box 22492  
Beaumont, TX 77720  
Tel: 409-840-9801  
Fax: 409-840-9815  
Email: [www.iarmor.net](http://www.iarmor.net)

### **Trophies**

\*Harold Williams & Sherrie Charles  
AAA Trophy Shop & Etc.  
4570 Highland Ave  
Beaumont, TX 77705  
Tel: 409-651-6050  
Fax: 409-842-6473  
Email: [aaatrophysshop@yahoo.com](mailto:aaatrophysshop@yahoo.com)

### **Trucking/Heavy Hauling**

Alex J. Jeanmard  
J&J Trucking  
Tel: 409-833-3026

Erwin Charles  
Charles Trucking  
Tel: 409-835-5805



Delisa Bean  
 Dawn Express  
 2005 Broadway, Suite 113  
 Beaumont, TX 77702  
 Tel: 409-212-8222

Frank Patillo  
 Frank Patillo Trucking  
 Tel: 409-833-0804

Gerald Castille  
 G&S Trucking & Mowing  
 Tel: 409-832-8347

Chris Gobert  
 Gobert Trucking Company  
 Tel: 409-838-5079

Jerry P. Bernard  
 Bernard's Trucking  
 Tel: 409-842-1259

Joseph Charles  
 J&P Trucking  
 Tel: 409-835-3119

Mrs. Shelia M. Mire  
 W&S Mire Trucking

Roland Eaglin  
 Roland Eaglin Trucking  
 Tel: 409-835-0100

#### **Wrecker Services**

Mr. Chuck Guillory  
 Chuck's Wrecker Service  
 2945 Blanchette Service  
 Beaumont, TX 77701  
 Tel: 409-832-8228  
 Fax: 409-833-8348

Tommy Guillory  
 Guillory's Wrecker Services  
 4020 Fannett Rd  
 Beaumont, TX 77705  
 Tel: 409-842-5106  
 Bernard Simon

Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722

**AGENDA ITEM****June 12, 2017**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Texas and the South East Regional Planning Commission allowing Jefferson County use of the Swift Reach 911 Emergency Alerting System.



### **Emergency Notification System Interlocal Agreement**

This Agreement is entered into between the South East Texas Regional Planning Commission (SETRPC), and Jefferson County to participate in the regional Emergency Notification project utilizing Swift Reach 911.

**WHEREAS**, Jefferson County has established an emergency alerting system, and;

**WHEREAS**, SETRPC has contracted with Swift Reach 911 to provide cost effective Emergency Notification Services on behalf of participating local jurisdictions, and;

**WHEREAS**, the purpose of this system is to alert large numbers of citizens within a specific geographic area of important information for public safety purposes, and;

**WHEREAS**, in the event of a large-scale emergency or incident, the alerting system would benefit the citizens of Jefferson County by providing critical information in a timely fashion, and;

**WHEREAS**, Jefferson County has agreed to act as the single point of contact with West Intrado for access to the 9-1-1 Data Base for emergency alerting purposes, and;

**WHEREAS**, the South East Texas Regional Planning Commission 9-1-1 Emergency Network agrees to this arrangement regarding the use of the 9-1-1 Data Base for this purpose;

**NOW, THEREFORE, BE IT HEREBY RESOLVED:**

That SETRPC and Jefferson County hereby agree to the following terms of use of the Swift Reach 911 Emergency Alerting System and the 9-1-1 Data Base. Jefferson County has unlimited use of Swift Reach 911 at no cost to Jefferson County during the contract year. Unlimited non-emergency messages may be sent using the **non-9-1-1** data provided by Swift Reach 911. Jefferson County agrees to use the 9-1-1 West Intrado database only for the purpose of emergency notification purposes. Jefferson County understands that the data contained in the 9-1-1 Database is to be used for the purpose of warning or alerting citizens to an emergency situation as defined by the Federal Communications Commission (FCC) as a 'situation posing an extraordinary

threat to the safety of life and property” and that this data is to be maintained as confidential and not subject to public inspection in accordance with Texas Health and Safety Code, Section 771.062(a). In general, factors to be considered in determining whether an emergency situation is warranted are:

1. Severity—will aid in reducing loss of life or reducing substantial loss of property
2. Timing—requires immediate public knowledge to avoid adverse impacts
3. Other means of disseminating information are inadequate to ensure rapid delivery.

In order to maintain the confidential nature of the 9-1-1 data base information and the rights and privacy of citizens with unlisted and unpublished numbers, Jefferson County will be responsible for and agrees to create two separate account log-ins for the alerting system. One log-in will allow Jefferson County to use commercially available information for non-emergency messages. Jefferson County will determine who shall have access and under what conditions to this non-emergency messaging capability. Another, greatly restricted access log-in will be created by Jefferson County for the purpose of solely disseminating emergency alert messages as defined above and utilizing the 9-1-1 database information. The Emergency Management Coordinator for Jefferson County and/or his deputy or designee will be the only persons allowed access to the restricted emergency alert messaging log-in.

Due to the confidential nature of the 9-1-1 data base information and privacy of citizens with unlisted and unpublished numbers, SETRPC retains the right to withdraw their assistance if Jefferson County does not maintain the confidentiality of the information or for misuse of the emergency alerting system.

The SETRPC 9-1-1 Network will not be liable for any costs associated with the emergency alerting system including costs associated with the extract of data from the 9-1-1 data base. Associated costs for the unpublished West Intrado data will be covered by SETRPC Criminal Justice and Homeland Security Division through grant funds.



Charges for the activation and features specified in the Swift Reach 911 contract shall be the responsibility of the SETRPC Criminal Justice and Homeland Security Division (CJHSD) for a period not to exceed twelve months from the initiation date reflected in the contract between SETRPC CJHSD and Swift Reach 911 beginning October 1, 2017 and ending September 30, 2018. The contract/service agreement between SETRPC and Swift Reach 911 may be renewed indefinitely and this Interlocal Agreement between Jefferson County and SETRPC shall remain in full effect for the duration of the contract/service agreement with Swift Reach 911 unless SETRPC or Jefferson County cancels this Interlocal Agreement in writing. SETRPC CJHSD will not be responsible for any costs other than the activation fee for the initial twelve-month period reflected in the contract between SETRPC CJHSD and Swift Reach 911 and any subsequent contract renewals. SETRPC CJHSD does not make any promise, guarantee or other obligation for continued activation of the Swift Reach 911 system beyond the initial twelve-month period. Continued activation of the emergency alerting system will be the sole responsibility of Jefferson County after the expiration of the initial twelve-month period unless additional funding is acquired for the regional project.

**INDEMNIFICATION BY Jefferson County, Texas:** Jefferson County agrees, only to the extent allowed by applicable law, to at all times indemnify, hold harmless and defend the SETRPC against any and all claims, causes of action, liabilities or losses, directly or indirectly arising as a result of Jefferson County's use of any Emergency Notification System services pursuant to the terms of this Agreement. Nothing herein will be deemed a waiver of governmental immunity other than per Texas Local Government Code Chapter 271.

This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promises relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed as of the last date signed below.

\_\_\_\_\_  
Shaun P. Davis, Executive Director  
South East Texas Regional Planning Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Honorable Jeff Branick  
County Judge, Jefferson County

\_\_\_\_\_  
Date



**AGENDA ITEM****June 12, 2017**

Consider, possibly approve and authorize the County Judge to execute a Master Services Agreement between AthenaHealth, Inc. and Jefferson County, Texas to facilitate electronic handling of health records by the Jefferson County Health Department.



Until accepted by Athena, this form is an offer from Client to Athena to contract on the terms below. After execution by Client and acceptance of this form by Athena, an authorized Athena representative will countersign it, and this form will then become effective as a binding agreement between the Parties as of the Effective Date.

### Section 1. Defined Terms.

**"Agreement"** means this Master Services Agreement, Exhibit A, Schedule I, the Third Party Terms, and the Service Description.

**"Applicable Law"** means all federal, state, and local laws and regulations, including, without limitation, those relating to kickbacks, fraud and abuse, confidentiality (including HIPAA), Medicaid, Medicare, or the Telephone Consumer Protection Act, in each case to the extent directly applicable to the respective Party's performance of its obligations under this Agreement.

**"Athena"** is athenahealth, Inc. and its subsidiaries, 311 Arsenal St., Watertown, MA 02472; Tel: 617.402.1000; Fax: 617.402.1099.

**"Athena Property"** means athenaNet, Limited Services, athenaNet Content, Materials, the Service Description, proprietary methods, templates, spreadsheets, databases and other electronic tools created or owned by Athena, including all data and information included in or entered into athenaNet that Athena compiles, sorts, integrates, normalizes, analyzes, maps, stores, processes, selectively aggregates and/or combines with multiple disparate data sources, for comparison, benchmarking or other similar and lawful purposes, as well as edits, improvements, additions, modifications, interfaces, and derivative works prepared from or relating to any of the foregoing, and any and all tangible and intangible works of authorship, copyrights, patents, trademarks, trade secrets and trade dress, and all intellectual property rights in any of the foregoing.

**"athenaNet"** means the internet-based athenaNet® multi-user platform used to provide Limited Services, together with Limited Services Functionality and associated databases.

**"athenaNet Content"** means any data made available by Athena as part of Limited Services and all documents, formats, forms, functions, and screens for organizing or presenting that data.

**"Authorized Users"** means those employees (including volunteers) of Client (i) who are designated by Client on athenaNet control screens, and (ii) who have been granted access to athenaNet by Client in its exercise of reasonable discretion relating to the receipt of Limited Services hereunder by Client, and (iii) from whom Client has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in this Agreement.

**"Client"** is County of Jefferson (use full legal name)

Address: 1149 Pearl St, 7<sup>th</sup> Floor, Beaumont, TX 77701

Tel. (409) 835-8697 Fax: (409) 839-2352 Client Tax I.D.: 74-6000291

E-mail: [rdragulski@co.jefferson.tx.us](mailto:rdragulski@co.jefferson.tx.us)

**"Client Data"** means all data and information of Client provided by Client or its Authorized Users to Athena, including through athenaNet. Client Data includes Client's Confidential Information.

**"Confidential Information"** means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Without limitation, Confidential Information includes financial and other business information of either Party. With respect to Athena, Confidential Information includes Limited Services Functionality, athenaNet Content, Materials, the terms of this Agreement, and the Service Description, and in each case, any visual reproduction thereof. Notwithstanding the foregoing, Confidential Information does not include PHI or information that the receiving Party can demonstrate: (i) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (ii) was rightfully in the receiving Party's possession or known by it prior to receipt from the disclosing Party; (iii) is rightfully disclosed without restriction to the receiving Party by a third party without violation of obligation to the disclosing Party; or (iv) is independently developed for the receiving

Party by third parties without use of the Confidential Information of the disclosing Party.

**"Effective Date"** means the date this form is countersigned by Athena.

**"Force Majeure Event"** means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 and associated regulations, as may be amended from time to time.

**"Limited Services"** means the services provided by Athena under this Agreement, including, but not limited to the Limited Services Functionality, together with certain associated services set forth in the Service Description, and the services described on Schedule I attached hereto; provided that Limited Services shall not include, and Athena shall not perform or be requested to perform, any services or functionality that are not set forth in this Agreement.

**"Limited Services Functionality"** means the software functionality of athenaNet that (i) enables system access and use; (ii) accepts data input by Authorized Users; and (iii) permits such data to be entered, organized, and displayed in athenaNet.

**"Materials"** means all instructions, manuals, specifications, and training Athena provides in connection with Limited Services.

**"Notice"** is defined in Section 15 of this Agreement.

**"Party"** means Athena or Client. **"Parties"** means Athena and Client.

**"PHI"** means "protected health information" as that term is used under HIPAA. **"Client PHI"** means PHI that Athena receives from or on behalf of Client or creates on behalf of Client.

**"Privacy Rule"** means the privacy standards in 45 C.F.R. Part 160 and Part 164, subparts A and E.

**"Provider"** means a physician or licensed or specially trained non-physician who is linked to Client, and performs health services for Client.

**"Security Rule"** means the Security Standards in 45 C.F.R. Part 160 and Part 164, subparts A and C.

**"Service Description"** means the document entitled "athenaNet Service" periodically updated by Athena and incorporated herein that contains a description of certain Limited Services.

**"Third Party Items"** means the third party products and services incorporated into athenaNet and made available to Client hereunder.

**"Third Party Terms"** means the pass-through terms and conditions set forth at <http://www.athenahealth.com/tpt> applicable to Client's access to and use of the Third Party Items.

### Section 2. Athena Services.

(a) Athena shall provide Limited Services as described in this Agreement. The Parties shall perform their respective obligations as set forth in this Agreement.

(b) Client will not pay Athena a fee for access or use to athenaNet and Limited Services, it being understood that Athena's contribution of such access and use to Client without charge is provided under Athena's Corporate Responsibility Program and that the absence of a fee will not waive or reduce the obligations and liabilities of Client in the event of breach of this Agreement by it or by any Authorized User.

(c) Client shall be responsible for prompt payment of the following:

- (i) All government taxes, duties, tariffs, levies and similar assessments or charges due or levied by reason of or based upon sale or provision of Limited Services under this Agreement, including without limitation any excise, use, sales, service, or transfer taxes but excluding taxes on Athena's net income; and
- (ii) All communications tariffs, transaction charges, or carrier charges arising out of the sale or provision of Limited Services under this Agreement, including



without limitation government-imposed access or regulatory fees.

Without limitation, Athena will be entitled to pass through to Client or to re-coup from Client all assessments and charges under this Section 2(c) to the extent paid or to be paid by Athena or third parties to the extent passed through to them by Athena. Notwithstanding the foregoing, Athena's failure to include any amounts referenced in this Section 2(c) on any invoice shall not be deemed a waiver of its right to pass through or recoup such amount.

### **Section 3. Term and Termination.**

(a) This Agreement will have a term of one year from the Effective Date. In the event that Athena continues to provide Limited Services after the initial one year term, then the term will automatically extend for additional consecutive one-year terms unless terminated as set forth below.

(b) Either Party may terminate this Agreement or any Limited Services at any time, with or without cause, by providing the other Party with no less than 10 days' Notice.

(c) Either Party may terminate this Agreement effective upon Notice to the other Party if (i) the other Party defaults in performance of any material provision of this Agreement and such default is not cured within a period of 10 days following Notice describing the specific default; (ii) the other Party violates Applicable Law; (iii) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (iv) the other Party is adjudged bankrupt; (v) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (vi) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (vii) the other Party becomes insolvent, suspends business or ceases to conduct its business in the ordinary course; or (viii) the other Party makes an assignment of its assets for the benefit of its creditors. Termination of this Agreement by Athena for Client's failure to pay amounts owed will not constitute irreparable harm to Client.

(d) Athena may terminate this Agreement for cause effective upon Notice if Client (i) violates any System and Service Access and Use provision in Section 5 herein, or (ii) has breached or breaches the warranty in Section 9(b)(iv) herein.

(e) If Client ceases to provide free health services to uninsured patients, it shall immediately provide Notice to Athena, and Athena may then terminate this Agreement unilaterally and immediately without further notice to Client.

**Section 4. Client Representations and Warranties.** Client represents, warrants and covenants to Athena on a continuing basis throughout the term of this Agreement that:

(a) Client provides free health services to uninsured patients;

(b) Client is a local government entity of the state of Texas;

(c) Client will not bill or claim payment in any form, directly or indirectly, from any government healthcare program or other third party payer for the cost of any services or functionality under this Agreement (e.g., on a government cost report);

(d) Client operates in the United States and Client has provided Athena with the following:

(i) sufficient notice in advance of access and use intended to permit it, with the exercise of reasonable effort and expense, to establish and configure server capacity that it reasonably believes sufficient to provide the Limited Services with respect to care at that location, and

(ii) assurances reasonably acceptable to Athena that it and its Authorized Users have completed implementation steps, including but not limited to the creation of tables and connectivity that Athena reasonably believes are necessary or advisable for the proper function of the Limited Services with respect to care on behalf of Client.

(e) Client does not and will not at any time that it receives services from Athena, claim or accept payment for all or any part of Client's

services to patients, or for Client's operating or other costs from any government health care program or other third party payer;

(f) Client does not and will not engage in the recommendation or promotion of Athena's services to other entities or individuals, provided, however, that this restriction shall not prevent other entities or individuals from visiting Client's facilities to observe its use of Athena's services nor shall it prevent Client from accurately and factually recounting to others its experience with Athena's services, provided that in either case no recommendation or promotion of Athena's services is made;

(g) Client shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers and shall, at Athena's request, provide Athena with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement; and

(h) Client's statements in Athena's verification survey were true and correct as of the date such statements were made and continue to be true and correct.

### **Section 5. System and Service Access and Use.**

(a) Access to athenaNet is provided solely to facilitate access to Limited Services. Subject to compliance with the terms and conditions of this Agreement, Client access to athenaNet is on a limited, non-exclusive, non-transferable basis only during the term of this Agreement. Client shall access athenaNet only (i) through its Authorized Users acting within the scope of their service for Client; (ii) on Athena's servers as authorized by Athena; (iii) for the internal use of Client; and (iv) from and within the United States. If the Limited Services provided to Client hereunder include revenue-cycle management, Client shall not use, directly or indirectly, any patient service-related billing system or method other than athenaNet and the Limited Services, including cash billing systems, unless Client (i) uses a different tax identification number for claims submitted through a different billing system, or (ii) agrees to use Athena's mixed remittance process with respect to such claims. Client acknowledges and agrees that it and its Authorized Users shall only access athenaNet through an internet browser and shall not use any internal interface or virtual private network (VPN) to access athenaNet.

(b) Neither Client nor any Authorized User will access athenaNet to enter, store, access, manipulate, or transfer data other than with regard to health care-related services provided on behalf of Client.

(c) No access or use of athenaNet is permitted directly or indirectly for or in connection with the transfer of funds or value across any international border. Access and use of athenaNet is limited strictly for the purpose of Client's use of the Limited Services. Neither Client nor any Authorized Users will, directly or indirectly, export or transmit any of the data sourced in, stored in or reflecting athenaNet to any country other than the United States. Without limiting the foregoing, no access or use of athenaNet is permitted directly or indirectly for or in connection with export or transmission of data in or to the People's Republic of China, Afghanistan, Iraq, North Korea, or to any other country to which such export or transmission is restricted by regulation or statute, without prior written consent, if required, of the Office of Export Administration of the United States Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

(d) Client shall ensure that each Authorized User complies with the terms of this Agreement as well as Applicable Law. Client shall terminate any Authorized User's access to athenaNet (i) when such person no longer meets the definition of "Authorized User;" (ii) if conduct by such Authorized User breaches any term of this Agreement; or (iii) upon such Authorized User's indictment, arrest, or conviction of any crime related to claims or other transactions, financial relationships, or financial dealings in connection with health care, and Client shall immediately inform Athena of any such indictment, arrest, or conviction. Client is responsible for all acts and omissions of any Authorized User in connection with such Authorized



User's access and use of athenaNet. Athena may restrict, suspend, or terminate an Authorized User's access to athenaNet if Athena determines in its reasonable discretion that such access has an adverse effect on Athena.

(e) Client shall monitor Authorized Users' use of passwords and require Authorized Users to protect their passwords and log in credentials. Client is responsible for any use of data, information, or services obtained through athenaNet by Authorized Users. Except as expressly permitted under this Agreement, Client shall not and shall cause its Authorized Users not to: (i) access or use Athena Property in connection with the provision of any services to third parties; (ii) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third party any Athena Property; (iii) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Athena Property; (iv) use Athena Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including but not limited to introduction of any viruses or malware into athenaNet; (v) enter data in athenaNet that is threatening, harmful, lewd, offensive, defamatory, or that injures or infringes the rights of others; (vi) apply systems to extract or modify information in athenaNet using technology or methods such as those commonly referred to as "web scraping," "data scraping," or "screen scraping;" (vii) use Athena Property or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone; or (viii) use Athena Property except as specifically permitted under this Agreement. Use of or access to Athena Property not in accordance with the terms of this Agreement is strictly prohibited. Any violation of this Section 5 will cause Athena irreparable and immediate harm, and Athena is entitled to injunctive relief to prevent such violation.

**Section 6. Confidential Information.** Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (i) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (ii) as agreed in writing by the other Party; (iii) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure); or (iv) as required by law. The Parties shall also comply with the terms set forth in Exhibit A hereto.

**Section 7. Usage and Ownership.** Except for the right to use Athena Property subject to the terms and conditions contained herein, this Agreement does not confer on Client a license in, ownership of, or interest in Athena Property. Athena developed or acquired Athena Property exclusively at its private expense. Athena Property and all right, title, and interest in and to it is and will remain the exclusive property of Athena. Athena has the unrestricted and permanent right to use and implement all ideas, advice, recommendations, or proposals of Client and its personnel with respect to Athena Property in any manner and in any media. As between Athena and Client, Client retains all right, title and ownership rights to the Client Data. Client hereby grants to Athena a fully-paid up, worldwide, sub-licensable, perpetual, right and license to Client Data for the purpose of creating Athena Property.

**Section 8. Compliance.**

(a) Each Party shall comply with Applicable Law. Client is solely responsible for compliance with all legal and regulatory requirements with respect to Client's use of athenaNet and Limited Services.

(b) The Parties agree that (i) any fees charged or amounts paid hereunder are not intended, nor will they be construed to be, an inducement or payment for referral of patients among Athena, Client, or any third party, and (ii) neither Party will enter into any agreements, or otherwise make any payments, for the purpose of rewarding the referral of patients among Athena, Client, or any third party.

(c) The Parties shall each separately maintain effective compliance programs consistent with the relevant compliance guidelines set forth by the Office of the Inspector General of the Department of Health and Human Services. The Parties shall cooperate with each other to provide prompt, accurate, and full responses to any material inquiry or concern of either Party related to compliance and to any reasonable request by either Party for clarification, documentation, or further information concerning Client's provision of, or referrals related to, health services for its patients.

(d) To the extent applicable to Limited Services, Client agrees that (i) no payment to or receivable of Client or any Provider is or will be assigned to Athena, and Athena is not and will not be deemed to be the beneficiary of any such payment or receivable, and all such payments and receivables (including, but not limited to, checks and electronic fund transfers) will be payable to and will remain the property of Client or the Provider; (ii) Athena will not endorse or sign any check or instrument; (iii) any lockbox or other account into which Client payments or receivables are properly deposited will remain in the name of, and under the sole ownership and control of, Client or the Provider; (iv) Athena will not be a signatory on or have any power to transfer or withdraw from any account into which Client or Provider payments or receivables from any federally funded program are properly deposited; and (v) in the event funds are deposited in error to Client's lockbox or other Client account, Client shall promptly repay an amount equal to such deposited amount as directed by Athena.

(e) Client shall verify and is solely responsible for the accuracy, completeness, and appropriateness of all information entered into or selected in athenaNet or the Third Party Items. The professional duty to treat the patient lies solely with Client, and use of information contained in or entered into athenaNet or provided through Limited Services in no way replaces or substitutes for the professional judgment or skill of Client. Client is responsible and liable for the treatment of patients as to whom Client and its personnel access or use Limited Services, including responsibility for personal injury or loss of life. Client represents and warrants to Athena that (i) all data it provides to Athena or that it selects in athenaNet, including, but not limited to, codes and practitioner identifiers, are accurate and in conformity with all legal requirements; (ii) its medical records appropriately support all codes that it enters, selects, or approves; (iii) it and its personnel are duly authorized to enter and access such data; and (iv) Athena is duly authorized to receive, use, and disclose such data subject to the terms of this Agreement. Athena is not a health plan or healthcare provider and it cannot and does not independently review or verify the medical accuracy or completeness of the medical information entered into, or made available to it in, athenaNet. Use of and access to Limited Services, including, but not limited to, clinical information in athenaNet, is at the sole risk and responsibility of Client, Authorized Users, and any practitioner or health care provider or facility using data provided by Athena as part of Limited Services. Athena will not be liable for any action or inaction of Client which may give rise to liability under the federal False Claims Act or any state version thereof.

**Section 9. Warranties and Limitations.**

(a) Athena warrants to Client that, to Athena's knowledge, the Limited Services Functionality, when used properly and as expressly authorized by Athena, does not infringe any valid patent, registered copyright, or other registered intellectual property right under the laws of the United States, provided that Athena makes no warranty to the extent that such infringement results from (i) use or access of athenaNet by Client in combination with any data, software, or equipment provided by Client or any third party that could have been avoided by use or access of athenaNet without such data, software, or equipment, or (ii) any breach of any agreement by, or any negligent or other wrongful act or omission of, Client or any party acting on behalf of Client.

(b) Each Party represents and warrants to the other Party on a continuing basis through the term of this Agreement that (i) it has the requisite corporate power and authority to execute and perform its



obligations under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to bind it hereunder and that such Party's execution of this Agreement is not in violation of such Party's bylaws, certificate of incorporation or other comparable document; (iii) the execution of this Agreement does not constitute a material breach by such Party of any covenants or agreements by which such Party or any of its assets are bound; and (iv) neither it nor any of its personnel to its knowledge (A) has been convicted of any crime arising from claims or other transactions, financial relationships, or financial dealings in connection with health care, or (B) has been excluded from any federal or state health care program.

(c) Client represents, warrants, and covenants to Athena that (i) it and its Providers are, and will be, duly licensed and authorized in accordance with Applicable Law to provide and bill for the health services they render; and (ii) all athenaNet local rule requests, technical requests, or other requests, waivers, or directives by or on behalf of Client are and shall remain compliant with Applicable Law and with all applicable payer requirements.

(d) *Except as expressly provided herein, Athena disclaims all representations and warranties of any kind or nature, express or implied (either in fact or by operation of law), with respect to any service or item provided hereunder. Except as expressly provided herein, Athena Property is provided "as is." Athena does not warrant that Athena property will be error-free or will be provided (or available) without interruption or meet Client's business or operational needs. Client has not relied on any representations, warranties, or statements of fact not specifically included in this Agreement, and shall not assert, and shall cause its affiliates and personnel not to assert, any claim against Athena with respect to its or their reliance on any representations, warranties or statements of fact not specifically included in this Agreement.*

(e) No claim against Athena of any kind under any circumstances may be asserted or filed more than one year after Client knows, or in the exercise of reasonable care could know, of any circumstances, whether by act or omission, that may give rise to such claim.

(f) *Athena's cumulative, aggregate liability in connection with or arising in any way or in any degree from this Agreement, from Limited Services, or otherwise from the acts or omissions of Athena will not exceed \$5,000 in the aggregate. Athena will not be liable for any failure to provide services, content, or functionality with respect to any claim, statement, or transaction that Athena believes in good faith arises from, in connection with, or contains inaccurate, misleading, or otherwise improper information. Notwithstanding anything to the contrary, Athena will not be liable for indirect, exemplary, punitive, special, incidental, or consequential damages or losses; lost profits or business opportunities; loss of data; or the cost of procurement of substitute items or services.* Client hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

(g) Client covenants that it will not raise any defense or counterclaim against any claim of Athena under this Agreement, in whole or in part, in connection with or arising out of its status as a government entity, including but not limited to any defense of sovereign immunity.

**Section 10. Indemnification.** Client will indemnify, hold Athena harmless and defend at its expense any suit brought against Athena or its directors, officers, employees, agents, and their respective successors and assigns, and will pay any settlement Client makes or approves, or any damages awarded in such suit, to the extent such suit is based on a claim by any third party arising from or in connection with: (i) Client's use of athenaNet; (ii) Client's breach of this Agreement; (iii) Client's gross negligence or willful misconduct; or (iv) any personal injury (including death) or damage to real or tangible personal property resulting from Client's or its agents' acts or omissions. Client's obligations set forth above are conditioned upon each of the following: (a) Athena will promptly notify Client in writing of any threatened or actual claim or suit; (b) Client will have sole

control of the defense or settlement of any claim or suit (provided that Athena may, in its sole discretion and at its sole cost and expense, participate in the defense of any such claim or suit using attorneys selected by it); and (c) Athena will cooperate with Client to facilitate the settlement or defense of any claim or suit at Client's expense (with respect to documented and reasonable third party expenses necessary for such cooperation). Client will obtain the prior written approval of Athena before entering into any non-monetary settlement of any claim or suit that would impose additional obligations upon Athena.

**Section 11. Third Party Items.** As applicable in connection with Limited Services, Athena hereby grants to Client and its Authorized Users a limited, non-exclusive, non-transferable, non-licensable right to access and use the Third Party Items through athenaNet during the term of this Agreement, subject to the Third Party Terms. Athena may modify the Third Party Terms in the event Athena adds or replaces Third Party Items or as required in connection with changes to the third party license agreements for the Third Party Items. Athena agrees to use commercially reasonable efforts to post the current Third Party Terms on athenaNet and notify Client through an alert on athenaNet when Athena has posted revised Third Party Terms. The Third Party Items will not be deemed part of Athena Property. All rights granted in this Section 11 are solely for Client and its Authorized Users' use in connection with Limited Services and will terminate on the earlier of expiration or termination of (i) this Agreement, or (ii) the applicable agreement between Athena and the licensor of the Third Party Items.

#### **Section 12. Force Majeure.**

(a) If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (i) that Party uses reasonable efforts to perform those obligations; (ii) that Party's inability to perform those obligations is not due to its failure to (x) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (y) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (z) that Party complies with its obligations under Section 12(b).

(b) During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

**Section 13. Mediation.** The Parties shall submit any and all disputes, claims, or controversies arising out of or relating to this Agreement to JAMS, or its successor, for mediation in Boston, Massachusetts. Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, which must set forth the subject of the dispute, the relief requested, and the factual and legal bases for such relief. The Parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties shall participate in the mediation in good faith and equally share the costs of the mediation. If the dispute is not resolved by mediation, the Party seeking relief may pursue all remedies available at law, subject to the terms of this Agreement. Notwithstanding this Section 13, either Party may (i) terminate this Agreement according to its terms, or (ii) seek injunctive relief.

**Section 14. Choice of Law; Forum.** Any dispute arising out of or relating to this Agreement, including any conduct related to this Agreement following termination hereof (each, a "Dispute") will be governed exclusively by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles. The Federal District Court for the District of Massachusetts or the business litigation section of the state superior court of Massachusetts will be the exclusive venue for any resolution of any Dispute. The Parties hereby submit to and consent irrevocably to the jurisdiction of such courts for these purposes. ***The Parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement.***



**Section 15. Notice.** Notice under this Agreement means written notification addressed to the individual signing this Agreement at the address listed in Section 1, with a copy to the notified Party's legal department that is (i) delivered by hand; (ii) sent by traceable nationwide parcel delivery service, overnight or next business day service; or (iii) sent by certified United States mail. Properly mailed Notice will be deemed given 3 days after the date of mailing, and other Notice will be deemed made when received. A Party may change its address for notice purposes by providing Notice of such change to the other Party.

**Section 16. Miscellaneous.** This Agreement constitutes the entire agreement between the Parties relating to Limited Services and supersedes all prior agreements, understandings, and representations relating to Limited Services. Except as otherwise provided herein, no change in this Agreement will be effective or binding unless signed by Client and a duly authorized representative of Athena. Client shall not assign this Agreement without the written consent of Athena, and any attempt by Client to assign this Agreement without Athena's prior written consent will be null and void. This Agreement is binding on the Parties and their successors and permitted assigns. The Parties intend that nothing contained in this Agreement be construed to create a joint venture, partnership, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party. Athena may refer to Client by name in advertising and promotional materials. Client shall not advertise, market, promote, or

publicize in any manner its use of and access to Limited Services without the express written consent of Athena in each instance. Except as explicitly set forth herein, none of the provisions of this Agreement will be for the benefit of or enforceable by any third party. Section titles are for convenience only and will not affect the meaning of this Agreement. No failure by a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy hereunder will constitute a waiver. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision hereof or played a greater role in the preparation of subsequent drafts, neither Party shall be deemed the drafter of this Agreement and no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other. Client shall not join or consolidate claims by other clients, or pursue any claim as a representative or class action or in a private attorney general capacity. In connection with Limited Services, a copy of a signed document sent by PDF or telephone fax will be deemed an original in the hands of the recipient. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such other term or provision. This Agreement may be executed in one or more counterparts and exchanged by electronic means, each of which shall be deemed an original, and all of which together constitute only one agreement between the Parties. The following Sections of this Agreement will survive termination and continue in force: Sections 1, 2(c), 4, 6, 7, 9(c)-(g), 10, and 13 through 16.

Each Party is signing this Agreement on the date stated below that Party's signature.

**ATHENAHEALTH, INC.**

**CLIENT: JEFFERSON COUNTY PUBLIC HEALTH**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: JEFF R. BRANICK  
 Title: JEFFERSON COUNTY JUDGE  
 Date: 6/12/17



**Article 1. Definitions.** Capitalized terms used but not defined herein have the meaning attributed to them in (i) the Agreement; or (ii) under HIPAA. In the event of a conflict, the definition under HIPAA controls. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009, as may be amended from time to time. "Unsuccessful Security Incident" means activities such as pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denials of service, and any combination of the foregoing, so long as no such incident results in unauthorized access, use, disclosure, modification, or destruction of Client PHI.

**Article 2. Athena's Duties.** Athena shall:

- (a) not Use or Disclose Client PHI except (i) as required or permitted by law; (ii) as permitted under the terms of the Agreement or any permission of Client under the Agreement; or (iii) as incidental under HIPAA to another permitted Use or Disclosure;
- (b) use reasonable and appropriate safeguards designed to prevent Use or Disclosure of Client PHI other than as provided in the Agreement, and implement administrative, physical, and technical standards in accordance with the Security Rule designed to protect the confidentiality, integrity, and availability of Client PHI;
- (c) mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Client PHI by Athena that is known to Athena to violate the requirements of the Agreement;
- (d) limit its request for Client PHI to the minimum amount necessary to accomplish the intended purpose of requests for, and Uses and Disclosures of, Client PHI in accordance with 45 C.F.R. 502(b)(1);
- (e) report to Client as soon as practicable and as required by HIPAA and the HITECH Act any known Use or Disclosure of Client PHI by Athena not as provided by the Agreement resulting in a Breach of Unsecured PHI. Such notification shall be made without unreasonable delay following the date of discovery to enable Client to comply with the Breach disclosure requirements under the HITECH Act. Athena shall include within such notice identification, to the extent possible, of each Individual whose Unsecured PHI has been, or is reasonably believed by Athena to have been, accessed, used, or disclosed through the Breach and any other valuable information known to Athena that Client is required to include in its notice to affected Individuals. The reporting requirement set forth hereunder includes, without limitation, disclosures that Athena is aware of that would need to be included in Client's Accounting of Disclosures under HIPAA and/or HITECH Act, provided that Athena is required by HIPAA and the HITECH Act as a Business Associate of Client to include such disclosures;
- (f) report to Client any Security Incident with respect to Client PHI as required by HIPAA and the HITECH Act. This Article 2(f) constitutes notice by Athena to Client of the ongoing existence, occurrence, or attempts of Unsuccessful Security Incidents, for which no additional notice to Client is required;
- (g) require any agent, including a subcontractor, under the Agreement that creates, receives, maintains, or transmits Client PHI on behalf of Athena to agree in writing to substantially the same restrictions and conditions with respect to Client PHI that apply through this Exhibit A to Athena with respect to such PHI;
- (h) at the request of Client, provide access to Client PHI in a Designated Record Set to Client or, as properly directed by Client, to an Individual, in order to meet the requirements under 45 C.F.R. §164.524;
- (i) at the request of Client, make any amendment to Client PHI in a Designated Record Set that Client properly directs or agrees to pursuant to 45 C.F.R. §164.526;
- (j) maintain and make available the information required to provide an Accounting of Disclosures to Client (or an Individual, as applicable) as necessary to satisfy Client's obligations under 45 C.F.R. §164.528;
- (k) make its internal practices, books, and records relating to the Use and Disclosure of Client PHI available to the Secretary of Health and Human Services for purposes of the Secretary's determination of Client's compliance with HIPAA requirements; and
- (l) to the extent that Athena is to carry out any Client obligation(s) under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to Client in the performance of such obligation(s).

**Article 3. Client's Duties.** Client shall:

- (a) not request, direct, or cause Athena to Use or Disclose PHI unless such Use or Disclosure is in compliance with Applicable Law relating to the privacy and security of patient data and is the minimum amount necessary for the legitimate purpose of such Use or Disclosure;
- (b) notify Athena of any limitation in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Athena's Use or Disclosure of Client PHI;
- (c) notify Athena of any changes in, or revocation of permission by, an Individual to Use or Disclose Client PHI, to the extent that such changes may affect Athena's Use or Disclosure of Client PHI; and
- (d) notify Athena of any restriction on the Use or Disclosure of Client PHI that Client has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Athena's Use or Disclosure of Client PHI.

**Article 4. Business Associate Permitted Purposes.**

**Section 1.** Athena's Use and Disclosure of Client PHI is permitted for the following purposes: (i) to provide the Limited Services (including, but not limited to, receipt from and disclosure to payers, patients, vendors, and others in order to provide Limited Services); (ii) for Payment, Health Care Operations, and Treatment (including, without limitation, testing and set up of electronic linkages for Payment transactions); (iii) as requested by Client or an authorized governmental agent for the public health activities and purposes set forth at 45 C.F.R. § 164.512(b); (iv) to provide data aggregation services as permitted by 45 C.F.R. §164.504(e)(2)(i)(B); and (v) to de-identify Client PHI in accordance with 45 C.F.R. §164.514(b), and use or disclose such de-identified information as permitted by Applicable Law. All de-identified information created by Athena in compliance with the Agreement will belong exclusively to Athena, provided that Client will not hereby be prevented from itself creating and using its own de-identified information.

**Section 2.** Athena may Use Client PHI to carry out its legal responsibilities or for its proper management and administration, including, without limitation, making and maintaining reasonable business records of transactions in which Athena has participated or athenaNet has been used (including back-up documentation).

**Section 3.** Athena may Disclose Client PHI to carry out its legal responsibilities or for its proper management and administration; provided that (i) such disclosures are required by Applicable Law; or (ii) Athena obtains prior written reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by Applicable Law or for the purpose(s) for which it was disclosed to the person, and the person notifies Athena of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the breach notification requirements of this Exhibit A.

**Article 5. Business Associate Termination.** Upon termination of the Agreement, to the extent feasible, Athena shall return, destroy, or continue to extend protections to and limit the use and disclosure of Client PHI to the extent required by and in accordance with 45 C.F.R. §164.504(e)(2)(ii)(J), provided that the Parties agree that it is not feasible in light of reasonable business requirements, regulatory compliance requirements, and the rights and obligations under the Agreement for Athena to return or destroy its business records and transaction databases, including, but not limited to, databases that reflect the use of athenaNet and information that Client or Athena has entered in athenaNet in the course of the Agreement to enable or perform Limited Services.

**Article 6. Business Associate Default.** Any material default by Athena of its obligations under Articles 2 through 4 will be deemed a default of a material provision of the Agreement, and if cure of such default and termination of the Agreement are not feasible, Client may report the default to the U.S. Secretary of Health and Human Services and shall provide the same information to Athena concurrently, where permitted by Applicable Law.

**Article 7. Athena Business Records.** Subject to the other requirements and limitations of this Exhibit A, the business records of Athena and all other records, electronic or otherwise, created or maintained by Athena in performance of the Agreement will be and remain the property of Athena, even though they may reflect or contain Client PHI.



Schedule I**Additional Limited Services**

The Limited Services include network-based medical record and patient engagement functionality enabling Client to update patient information, schedule appointments, document all stages of a patient visit (i.e., check-in, intake/triage, exam, sign-off, check-out), send orders and coordinate care (e.g., e-prescribing), and run reports in athenaNet. The Limited Services also include an online patient portal and automated communication services, enabling Client to set up automated patient appointment reminders and automated messaging campaigns.

To the extent that Client collects money from patients (and/or to the extent Athena makes the following functionality available to Client, in Athena's discretion), the Limited Services may also include functionality allowing Client to assign poverty-based sliding fees, track income verification expiration, and manage collections from patients at the time of service; provided, however, that Client is responsible for: (i) maintaining fee schedules in athenaNet outlining the amounts Client charges for services; and (ii) tracking and depositing to Client's bank any payments (e.g., cash, checks) collected by Client from patients. Any additional services or functionality that Athena makes available to Client, in Athena's sole discretion, will also be considered "Limited Services."



Joleen E. Fregia  
Chief Deputy  
E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Tim Funchess  
County Treasurer  
1149 Pearl Street – Basement  
Beaumont, Texas 77701

Office (409) 835-8509  
Fax (409) 839-2347  
E-Mail  
[tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

June 7, 2017

Judge Jeff R. Branick and  
Commissioners Court  
Jefferson County Courthouse  
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of May 31, 2017, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.527%. The interest rate on funds invested in an investment account at Wells Fargo is currently .10%.

The 90 day Treasury interest rate on May 31, 2017 was 0.978% and the interest on your checking accounts for the month of May was .10%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda June 12, 2017, to be received and filed.

Sincerely,


Tim Funchess, CCT, CIO  
Enclosure

Agenda should read:

Receive and File Investment Schedule for May, 2017,  
including the year to date total earnings on County funds.



JEFFERSON COUNTY  
MONTH END MAY 31, 2017 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-May-17	\$7,731.23	\$7,731.23	100	0.100%	31-May-17	NONE	31	31	7580310386	WELLS FARGO	\$7,731.23				\$7,731.23
CDs and Securities																
FNMA 1.375%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.375%	21-Jun-19	21-Dec-16	751	1095	3136G3RD9	WELLS SECURITIES	\$1,994,220.00	\$99.71	\$12,222.22	\$13,750.00	\$2,006,442.22
FNMA 1.40%	21-Jun-16	\$2,000,000.00	\$2,000,000.00	100	1.400%	21-Jun-19	21-Dec-16	751	1095	3136G3RM9	NATIONAL ALLIANCE	\$1,984,080.00	\$99.20	\$12,444.44	\$14,000.00	\$1,996,524.44
FHLMC 1.25%	30-Sep-16	\$2,000,000.00	\$2,000,000.00	100	1.250%	30-Sep-19	30-Mar-16	852	1095	3134GAHW7	NATIONAL ALLIANCE	\$1,974,940.00	\$98.75	\$4,236.11	\$12,500.00	\$1,979,176.11
FHLMC 1.30%	18-Oct-16	\$2,000,000.00	\$2,000,000.00	100	1.300%	18-Oct-19	18-Jan-17	870	1095	3134GAPF5	NATIONAL ALLIANCE	\$1,977,840.00	\$98.89	\$3,105.56	\$13,000.00	\$1,980,945.56
FHLMC 1.30%	23-Aug-16	\$4,000,000.00	\$4,000,000.00	100	1.300%	23-Aug-19	23-Jan-17	814	1095	3134GAAP1	COASTAL SECURITIES	\$3,978,960.00	\$99.47	\$14,155.56	\$26,000.00	\$3,993,115.56
FNMA 1.55%	27-Dec-16	\$2,000,000.00	\$2,000,000.00	100	1.550%	27-Dec-19	27-Jun-17	940	1095	3136G4JK0	NATIONAL ALLIANCE	\$1,996,080.00	\$99.80	\$13,261.11	\$0.00	\$2,009,341.11
FNMA 1.75%	30-Dec-16	\$2,000,000.00	\$2,000,000.00	100	1.750%	30-Dec-19	30-Jun-17	943	1095	3136G4KJ1	NATIONAL ALLIANCE	\$2,000,200.00	\$100.01	\$14,680.56	\$0.00	\$2,014,880.56
FHLMC 1.80%	28-Feb-17	\$2,000,000.00	\$2,000,000.00	100	1.800%	28-Feb-20	28-Aug-17	1003	1095	3134GAV50	COASTAL SECURITIES	\$2,000,320.00	\$100.02	\$9,300.00	\$0.00	\$2,009,620.00
FNMA 1.80%	13-Mar-17	\$2,450,000.00	\$2,450,000.00	100	1.800%	13-Mar-20	13-Sep-17	1017	1096	3136G4MG5	NATIONAL ALLIANCE	\$2,450,245.00	\$100.01	\$9,555.00	\$0.00	\$2,459,800.00
FHLMC 1.90%	30-Mar-17	\$2,000,000.00	\$2,000,000.00	100	1.900%	30-Mar-20	13-Sep-17	1034	1096	3134GBAN2	NATIONAL ALLIANCE	\$2,000,260.00	\$100.01	\$6,438.89	\$0.00	\$2,006,698.89
ICD-BMW Bank 1.35%*	12-Feb-16	\$248,000.00	\$248,000.00	100	1.350%	12-Feb-19	None	622	1096	05580ADT8	WELLS SECURITIES	\$248,000.00	\$100.00	\$990.64	\$3,357.17	\$248,990.64
ICD-Discover Bk 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	None	531	1096	254672WL8	WELLS SECURITIES	\$248,000.00	\$100.00	\$217.42	\$5,946.56	\$248,217.42
ICD-Ally Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	None	531	1096	02006LVQ3	WELLS SECURITIES	\$248,000.00	\$100.00	\$217.42	\$5,946.56	\$248,217.42
ICD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21	100	1.650%	13-Nov-18	None	531	1096	38148JZ53	WELLS SECURITIES	\$248,000.00	\$100.00	\$224.22	\$6,132.39	\$248,224.22
* (Investment CD's)																
												\$101,049.15				
INVESTMENT ACCT		TOTAL PAR		AMT. INVESTED		WEIGHTED AVG. YLD		EQUIVALENT TREAS. RATE		WEIGHTED AVG.		MATURITY		TOTAL MARKET VALUE		
		\$7,731.23		\$7,731.23		1.527%		1.319%		878		DAYS		\$7,731.23		
CDs and Securities		\$23,442,000.00		\$23,442,032.95		1.527%		1.319%		878		DAYS		\$23,349,145.00		
TOTALS ALL ACCTS:		\$23,449,731.23		\$23,449,764.18										\$23,356,876.23		
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF MAY 31, 2017																
COMPLIANCE STATEMENT																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act																
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
																
Tim Finckes, Jefferson County Investment Officer																
MARKET VALUE OF PLEDGE SECURITIES																
BALANCE IN ALL ACCOUNTS:																
\$107,935,192.85																
\$86,245,290.33																
\$21,689,902.52																
OVER OR (UNDER) AMOUNT:																
125.15%																
MAY, 2017, JEFFERSON COUNTY INVESTMENT MATURITIES																
MATURED SECURITIES AND INTEREST EARNED																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS					
POOLED CASH ACCOUNT																
INVESTMENT ACCT	01-May-17	\$7,731.23	\$7,731.23		0.100%	31-May-17		31	7580310386	WELLS FARGO	\$0.59					
ICD-Discover Bk 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	12-May-17	1096	254672WL8	WELLS SECURITIES	\$1,967.69	COUPON				
ICD-Ally Bank 1.60%*	13-Nov-15	\$248,000.00	\$248,010.87	100	1.600%	13-Nov-18	12-May-17	1096	02006LVQ3	WELLS SECURITIES	\$1,967.69	COUPON				
ICD-Goldman S. 1.65%*	13-Nov-15	\$248,000.00	\$248,011.21	100	1.650%	13-Nov-18	12-May-17	1096	38148JZ53	WELLS SECURITIES	\$2,029.18	COUPON				
CHECKING INTEREST																
POOLED CASH ACCT					0.100%					WELLS FARGO	\$5,444.24					
OTHER COUNTY ACCTS					0.100%					WELLS FARGO	\$326.11					
TAX LICENSE ACCT					0.100%					WELLS FARGO	\$62.09					
TOTAL	6/22/2017	\$751,731.23	\$751,764.18								\$11,797.59					
												\$11,797.59				



<b>FISCAL YEAR 2016-2017</b>			
<b>YIELD TO MATURITY AND INTEREST EARNINGS</b>			
<b>MONTH</b>	<b>90 DAY T. BILL YIELD</b>	<b>INVESTMENT INTEREST EARNED</b>	<b>CHECKING ACCOUNT YIELD</b>
OCTOBER	0.366%	\$3,646.03	0.100%
NOVEMBER	0.480%	\$23,545.66	0.100%
DECEMBER	0.500%	\$32,407.80	0.100%
JANUARY	0.523%	\$7,122.83	0.100%
FEBRUARY	0.523%	\$35,883.57	0.100%
MARCH	0.769%	\$19,840.96	0.100%
APRIL	0.803%	\$27,640.73	0.100%
MAY	0.978%	\$11,797.59	0.100%
JUNE			
JULY			
AUGUST			
SEPTEMBER			
<b>ANNUAL TOTALS</b>		<b>\$ 161,885.17</b>	





Joleen E. Fregia  
 Chief Deputy  
 e-mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

**Tim Funchess**  
**County Treasurer**  
 1149 Pearl Street – Basement  
 Beaumont, Texas 77701

Office (409) 835-8509  
 Fax (409) 839-2347  
 e-mail  
[tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

June 7, 2017

Judge Jeff R. Branick  
 County Commissioners  
 Jefferson County  
 Beaumont, TX 77701

Dear Judge and Commissioners:

Attached are certificates documenting all of my continuing education hours required by law.  
 Please put this on the agenda to receive and file.

Sincerely,

Tim Funchess, CCT, CIO

For Commissioners Court Agenda, June 12, 2017  
 Agenda should read:

Receive and File Certificates for Jefferson County Treasurer, Tim Funchess, to verify completion of: (a) Mandatory County Treasurer Continuing Education Training required under Local Government Code 83.002 and, (b) Mandatory Public Funds Continuing Education Training required by Government Code 2256.008 (2) also known as the Public Funds Investment Act.

Texas Association of Counties

## Certificate of Attendance

presented to

**Tim Funchess**  
**Jefferson County**

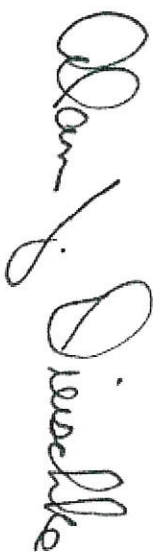
*for completion of 20 hours of educational instruction during the*

**45<sup>th</sup> Annual County Treasurers' Continuing Education Seminar**

**April 17-20, 2017 • Hyatt Regency Lost Pines Resort and Spa • Lost Pines, Texas**

A handwritten signature in black ink, appearing to read "Tim Funchess".

Honorable Tim Funchess, President  
County Treasurers' Association of Texas

A handwritten signature in black ink, appearing to read "Alan Dierschke".

Honorable Alan Dierschke, Chair  
Certification and Validation Committee

Texas Association of Counties

## Certificate of Attendance

presented to

**Tim Funchess**  
**Jefferson County**

*for completion of 5 hours of instruction specific to the statutory requirements of the Texas*

*Government Code Chapter 2256.008 of the Public Funds Investment Act*

**45<sup>th</sup> Annual County Treasurers' Continuing Education Seminar**

**April 17-20, 2017 • Hyatt Regency Lost Pines Resort and Spa • Lost Pines, Texas**



Honorable Tim Funchess, President  
County Treasurers' Association of Texas



Honorable Alan Dierschke, Chair  
Certification and Validation Committee



Permit No. 06-4-17Precinct No. 4

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

Date 6-1-17

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

West Jefferson County MWD (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of 8" HDPE DR-11 WATER LINE, location of which is fully described as follows:

PARALLEL BURRELL WINGATE ROAD to be placed  
5' MIN UNDER FLOWLINE OF COUNTY MAINTAINED DRAINAGE  
BEING APPROXIMATELY 500' WEST OF LABELLE ROAD.

8 pages of drawings attached.

Construction will begin on or after July, 2017

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

Company West Jefferson County MWD

By Daniel Hidalgo

Title General Manager

Address 7824 Glenbrook Dr.

Telephone 409-794-2338

Fax No. 409-794-1258



FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

Enclosed, please find the required application fee:

1 road crossing @ \$100.00 N/A Common Utility Carrier

miles parallel @ \$150.00/mile or fraction N/A

TOTAL	<u>N/A</u>
-------	------------

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

**ENGINEERING ACTION FORM**

The minimum standard bond required is \$ N/A



Director of Engineering

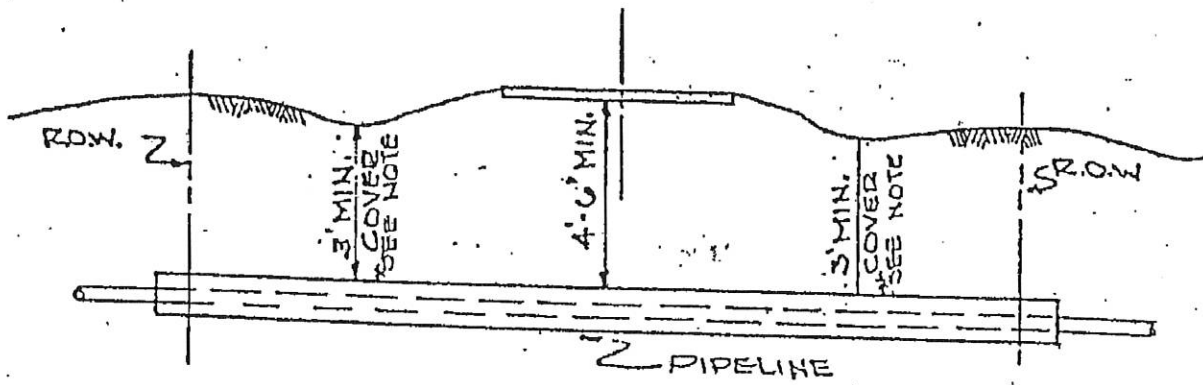
06/12/17  
Date

**COMMISSIONERS COURT ORDER**

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

COMMISSIONERS COURT

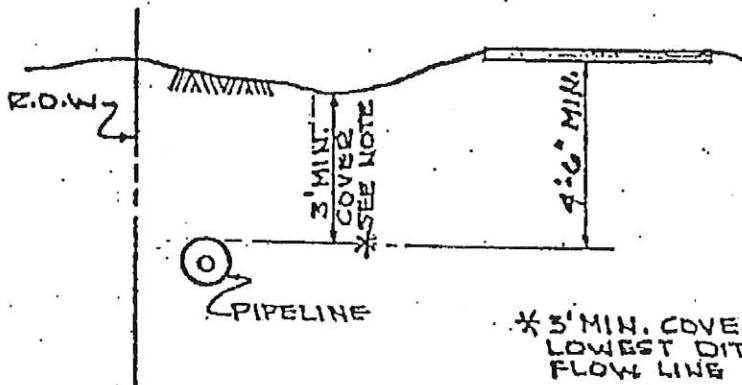
By   
County Judge



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

NOTE: CASING TO EXTEND  
1'-0\"/>

## 1. STANDARD PIPELINE CROSSING



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

## 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY  
ENGINEERING DEPARTMENT  
PIPELINE DETAILS (STD.)

12-7-79 | NO SCALE | *arw*



## **ACTION CIVIL ENGINEERS, PLLC**

Firm Registration No. F-16376

163

June 1, 2017

Don Rao  
Director  
1149 Pearl Street, 5th Floor  
Beaumont, Texas 77701



RE: **Jefferson County Permit**  
**Canal Crossing on Burrell Wingate Road Approximately 500.00' West of Labelle Road**

Dear Mr. Rao:

Presented for your review and comment is Permit Application for **Canal Crossing on Burrell Wingate Road Approximately 500.00' West of Labelle Road**. If you have any questions please contact me.

Sincerely,

  
.....

Mark Kelly  
Project Manager  
Action Civil Engineers PLLC  
[mkelly@acecivilengineers.com](mailto:mkelly@acecivilengineers.com)



CONSTRUCTION PLANS

FOR

**WEST JEFFERSON COUNTY M.W.D.**

PROPOSED CANAL CROSSING BORES

TO

ELIMINATE EXISTING AT-GRADE CROSSINGS

JEFFERSON COUNTY, TEXAS

ACE Job No. 117-09

SHEET	DRAWING NAME
1	TITLE SHEET
2	OVERALL PROJECT LAYOUT
3	PLAN & PROFILE - BURRELL WINGATE ROAD BORE
4	PLAN & PROFILE - HWY 365 BORE
5	PLAN & PROFILE - HWY 124 BORE
6	BORE CONFIGURATION DETAILS
7,8	TXDOT TRAFFIC CONTROL DETAILS



Vicinity Map  
NTS

Prepared by:

ACTION CIVIL ENGINEERS, PLLC.



8460 CENTRAL MALL DR  
P.O. BOX DRAWER 2110  
PORT ARTHUR, TX 77642  
PHONE: (409) 983 - 6263  
FAX: (409) 983 - 6265  
EMAIL: ace@actioncivilengineers.com

THE SEAL APPEARING ON  
THIS DOCUMENT WAS  
AUTHORIZED BY  
WILLIAM V. LARRAIN, P.E.  
JUNE 1, 2017



*William V. Larrain*  
Action Civil Engineers, PLLC  
F-16376

BOARD OF DIRECTORS

- David Smith, President  
Will Reneau, Vice President  
Jim Broussard, Secretary  
James Harrison, Treasurer  
Gene Beebe, Director  
Ruffus Lavergne, Director  
Gene Guidry, Director  
Daniel Hidalgo, Manager

ACTION CIVIL  
ENGINEERS, PLLC  
8460 CENTRAL MALL DR  
SUITE J  
PORT ARTHUR, TX 77642  
PHONE (409) 983-6263  
FAX (409) 983-6265  
ace@actioncivilengineers.com



WEST JEFFERSON COUNTY M.W.D.  
PROPOSED CANAL CROSSING BORES  
JEFFERSON COUNTY, TEXAS

TITLE

REVISIONS
4. ....
3. ....
2. ....
1. ....

DATE  
FEB 2017

JOB NUMBER  
117-09

SCALE  
NTS

DRAWN BY  
RJC

CHECKED BY  
WWL

SHEET  
1

OF  
8

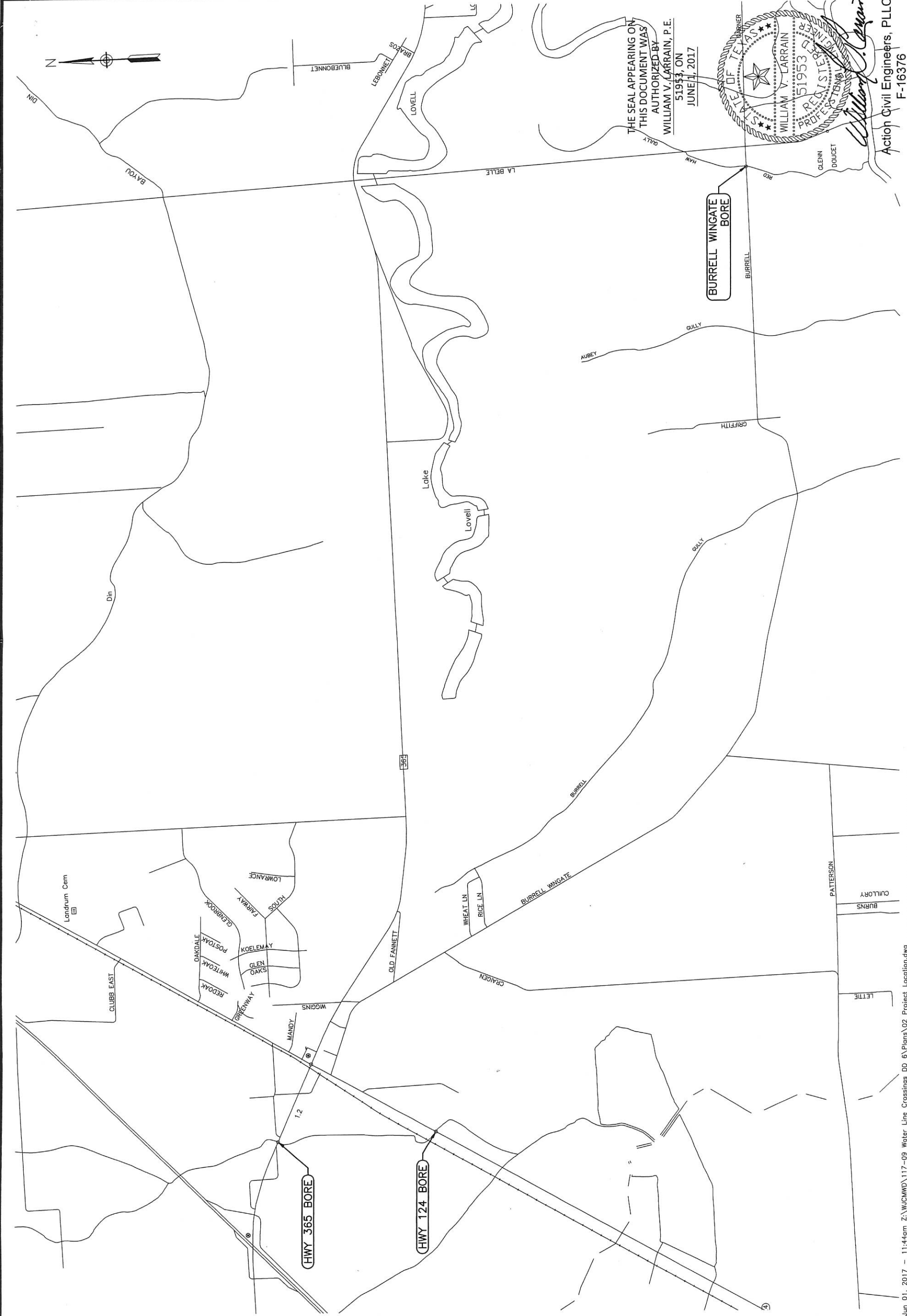
ACTION CIVIL  
ENGINEERS, PLLC  
8460 CENTRAL MALL DR  
SUITE J  
PORT ARTHUR, TX 77642  
PHONE (409) 983-6263  
FAX (409) 983-6265  
actioncivilengineers.com



WEST JEFFERSON COUNTY M.W.D.  
PROPOSED CANAL CROSSING BORES  
JEFFERSON COUNTY, TEXAS

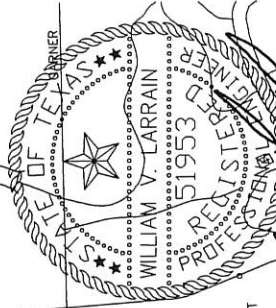
PROJECT  
LOCATION

REVISIONS	
4. ....	
3. ....	
2. ....	
1. ....	
DATE	MAY 2017
JOB NUMBER	117-09
SCALE	NTS
DRAWN BY	RJC
CHECKED BY	WVL
SHEET	2
OF	8



THE SEAL APPEARING ON  
THIS DOCUMENT WAS  
AUTHORIZED BY  
WILLIAM V. LARRAIN, P.E.  
51953, ON  
JUNE 1, 2017

BURRELL WINGATE  
BORE



Action Civil Engineers, PLLC  
F-16376

ACE CIVIL ENGINEERS, PLLC

8460 CENTRAL MALL DR


SUITE J

PORT ARTHUR, TX 77642

PHONE (409) 983-6263

FAX (409) 983-6265

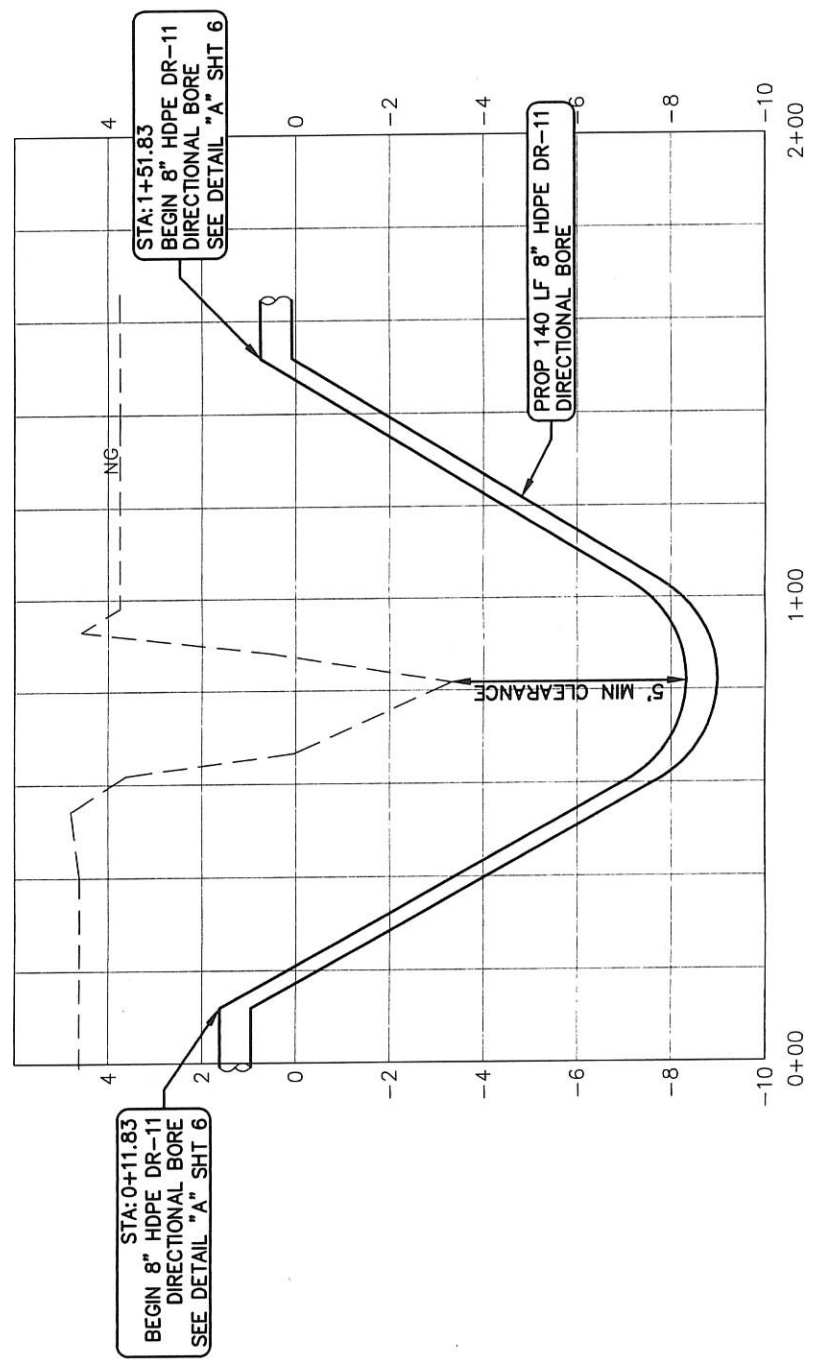
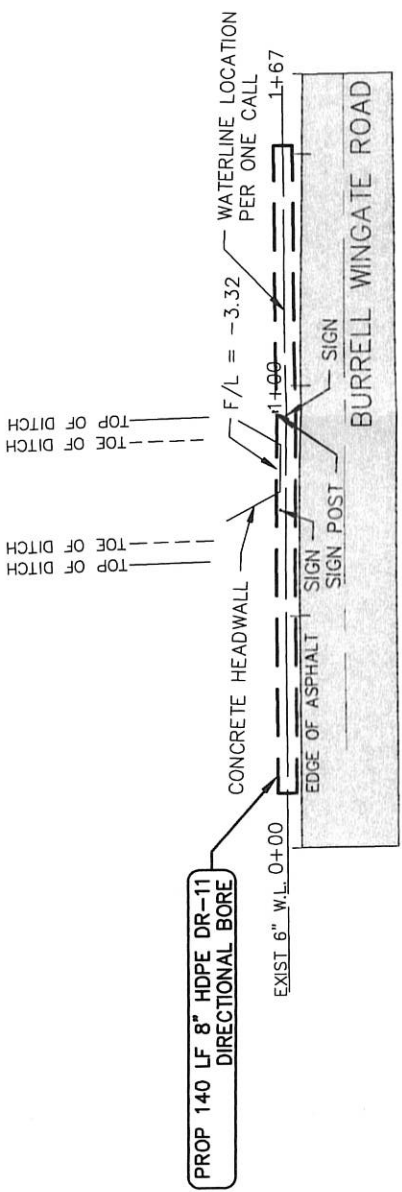
acecivilengineers.com



WEST JEFFERSON COUNTY M.W.D.

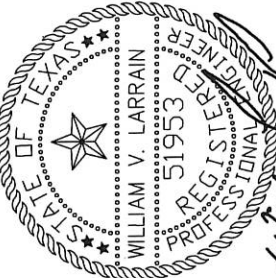
PROPOSED CANAL CROSSING BORES

JEFFERSON COUNTY, TEXAS



THE SEAL APPEARING ON  
THIS DOCUMENT WAS  
AUTHORIZED BY  
WILLIAM V. LARRAIN, P.E.  
51953, ON  
JUNE 1, 2017

STATE OF TEXAS



WILLIAM V. LARRAIN  
51953  
REGISTERED PROFESSIONAL ENGINEER



Action Civil Engineers, PLLC

F-16376


BURRELL  
WINGATE  
BORE

REVISIONS	
4. ....	
3. ....	
2. ....	
1. ....	
DATE	MAY 2017
JOB NUMBER	117-09
SCALE	1" = 40' H 1" = 4' V
DRAWN BY	RJC
CHECKED BY	WVL
SHEET	3
	8









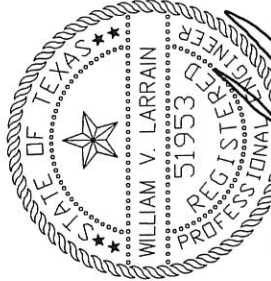
ACTION CIVIL  
ENGINEERS, PLLC  
8460 CENTRAL MALL DR  
SUITE J  
PORT ARTHUR, TX 77642  
PHONE (409) 983-6263  
FAX (409) 983-6265  
oce@actioncivilengineers.com

WEST JEFFERSON COUNTY M.W.D.  
PROPOSED CANAL CROSSING BORES  
JEFFERSON COUNTY, TEXAS

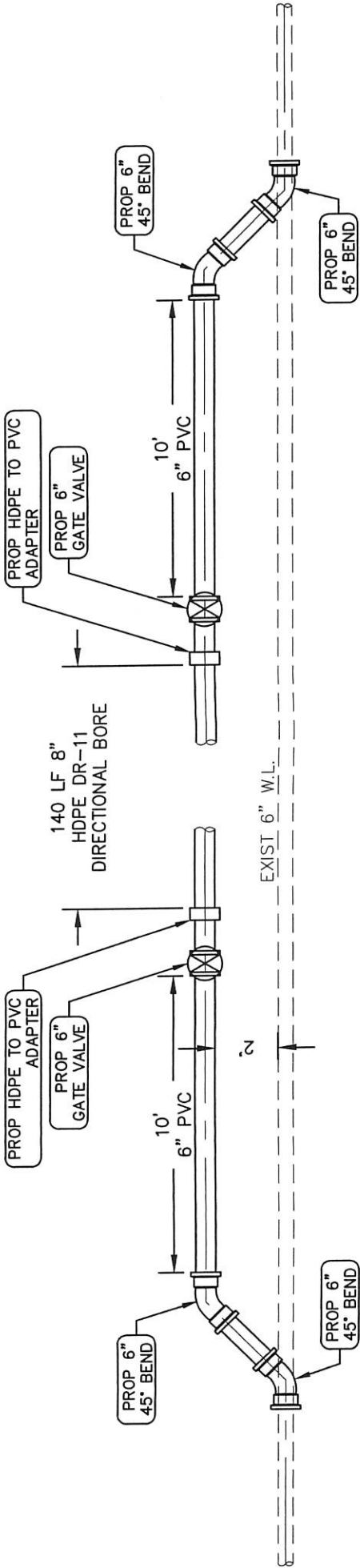
BORE  
CONFIGURATION  
DETAILS

REVISIONS	
4.	.....
3.	.....
2.	.....
1.	.....
DATE	MAY 2017
JOB NUMBER	117-09
SCALE	NTS
DRAWN BY	RJC
CHECKED BY	WVL
SHEET	6
OF	8

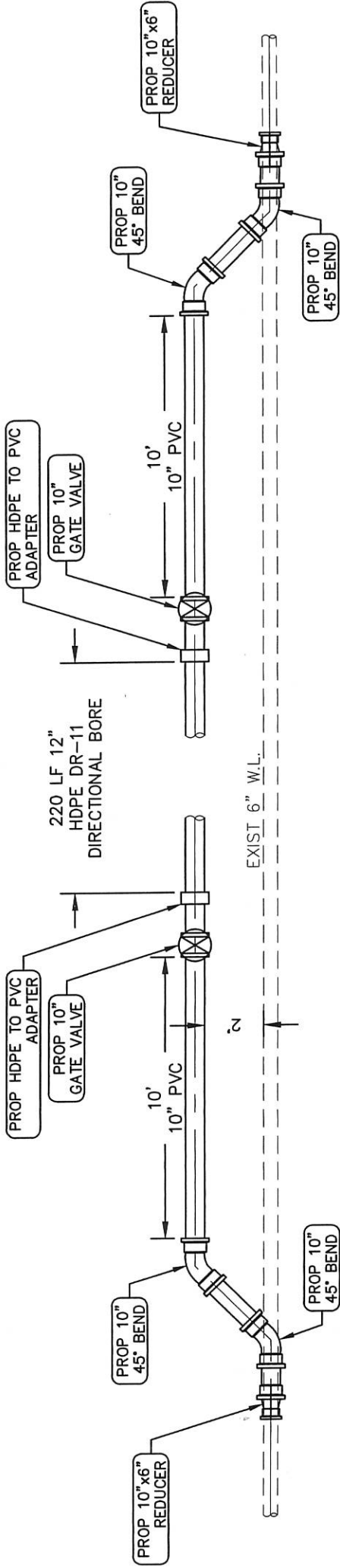
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AUTHORIZED BY  
WILLIAM V. LARRAIN, P.E.  
51953, ON  
JUNE 1, 2017



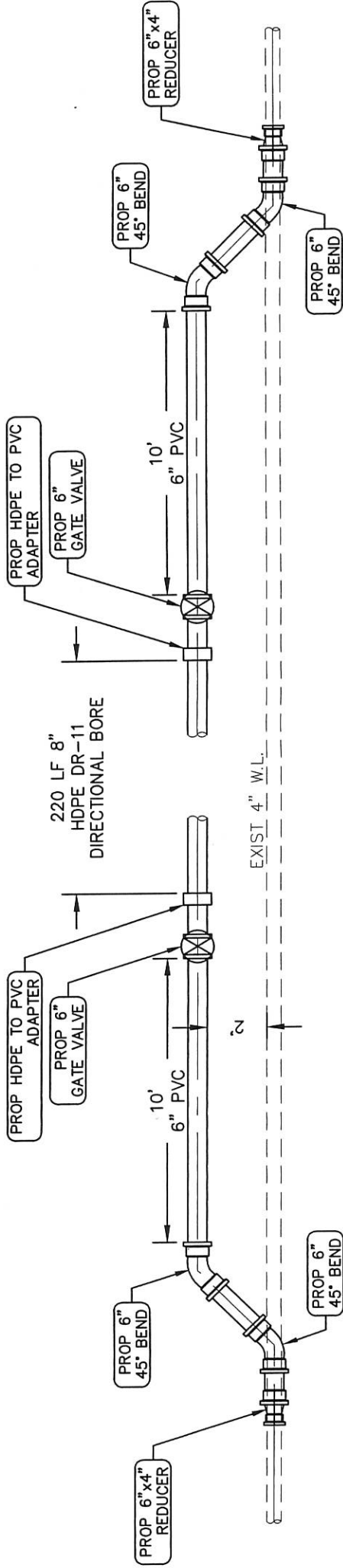
*William V. Larrain*  
Action Civil Engineers, PLLC  
F-16376



DETAIL "A"  
BURRELL WINGATE BORE



DETAIL "B"  
HWY 365 BORE



DETAIL "C"  
HWY 124 BORE

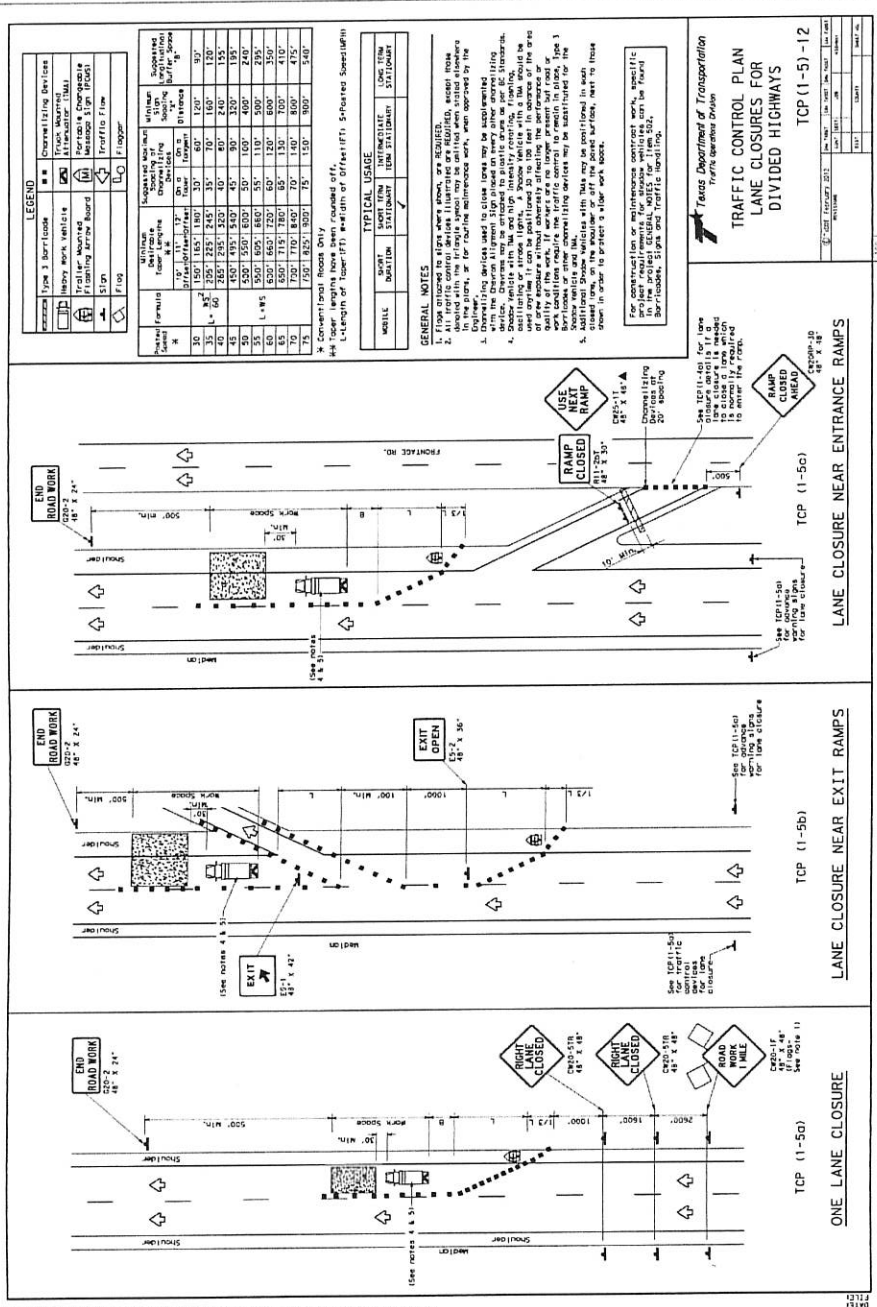
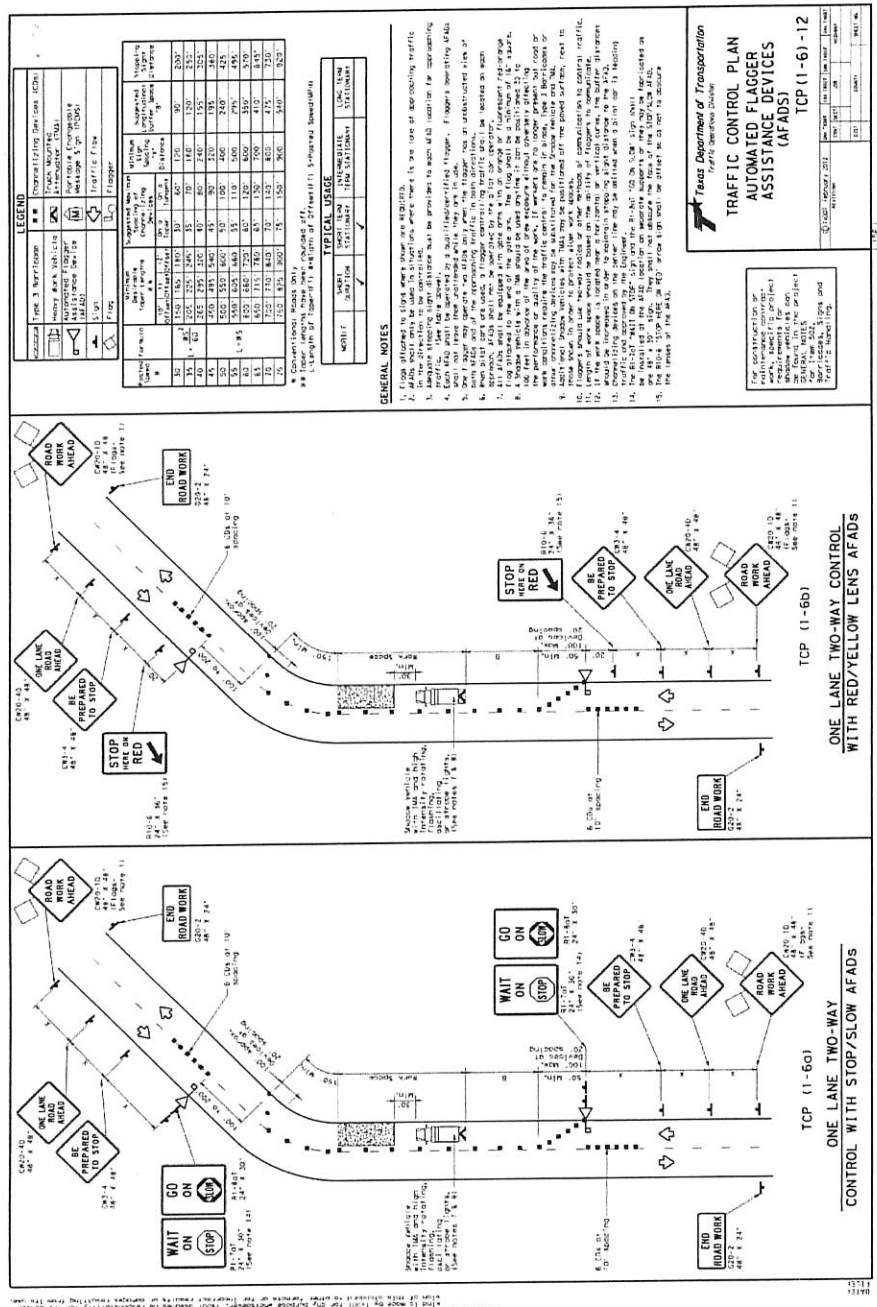




WEST JEFFERSON COUNTY M.W.D.  
PROPOSED CANAL CROSSING BORES  
JEFFERSON COUNTY, TEXAS

TRAFFIC  
CONTROL  
DETAILS

REVISIONS	DATE	SCALE	DRAWN BY	CHECKED BY	SHEET
4. ....	MAY 17	NTS	RJC	WYL	8
3. ....					OF
2. ....					8
1. ....					
	JOB NUMBER				
	117-09				





## CRIME LAB

---

### Compliance with **OUT OF STATE TRAVEL POLICY**

Event: Chris Fontenot – Crime Laboratory  
**CMI Intoxilyzer User Group**  
Kansas City, MO

- 1. Is the trip budgeted? If not, how is the trip to be funded?**  
No, the trip is not budgeted. The cost of this trip and travel expenses will be provided by CMI.
- 2. Is the training mandatory, or does the training directly impact the employee's assigned job duties?**  
The training is not mandatory. CMI has requested Chris present training material to conference attendees. He will also be able to attend presentations on the Intoxilyzer 9000 which is utilized in Jefferson County.
- 3. Does the benefit appear to be worth the cost?**  
Yes, there is no cost to the County.
- 4. Is the training available locally or within the state of Texas?**  
No, this conference is being held in Kansas City.

**MEMORANDUM OF AGREEMENT BETWEEN  
THE TEXAS DEPARTMENT OF TRANSPORTATION AND  
THE JEFFERSON COUNTY SHERIFF'S OFFICE**

**STATE OF TEXAS           §**

**COUNTY OF JEFFERSON §**

**THIS AGREEMENT** ("Agreement") is entered by and through the **Texas Department of Transportation**, hereinafter referred to as "**TXDOT**", and the **Jefferson County Sheriff's Office**, hereinafter referred to as "**JCSO**," and is to become effective when fully executed by both parties.

**WITNESSETH**

**WHEREAS**, JCSO has requested TXDOT to permit the installation maintenance and operation of a license plate reader camera system ("LPR System") on the highway right of way at the locations to be identified by JCSO at a later date, hereinafter referred to as the "Premises". As the LPR System locations are identified, JCSO will submit to TXDOT a conceptual site plan and legal description for each such location, and upon approval of the plans by TXDOT, will be incorporated into this Agreement and attached hereto; and,

**WHEREAS**, TXDOT has indicated its willingness to approve the establishment of the LPR System as being in the public interest, conditioned on TXDOT's determination from engineering and traffic investigations conducted in accordance with the terms of this Agreement, that such use will not damage the highway facilities, impair safety, impede maintenance or in anyway restrict the operation of the highway; and

**WHEREAS**, it is recognized by TXDOT that JCSO intends to locate the LPR System on the highway right of way locations designated as "Premises" by his Agreement for the purpose of enforcing laws of the State of Texas concerning public safety and crime prevention and detection; and

**WHEREAS**, it is acknowledged by TXDOT and JCSO that this Agreement will satisfy the requirements of 43 Texas Administrative Code, Chapter 11, Subchapter B, §11.21 for joint use of highway right of way and will not be construed as a contract under the Interagency Cooperation Act in Government Code, Chapter 771;

## **AGREEMENT**

**NOW, THEREFORE,** in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### **1. DESIGN AND INSTALLATION**

JCSO will prepare or provide plans for installation of the LPR System and will provide for the installation work as required by said plans at no cost to TXDOT. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, and adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. Completed plans will be submitted to TXDOT for prior review and approval. Installation shall not commence until plans have been approved by TXDOT. This review and determination process will apply to each LPR System location and will occur in a timely manner but in no case more than 30 days from the submission of a site- location's conceptual plan and legal description, including metes and bounds if available.

### **2. HIGHWAY MAINTENANCE AND INSPECTION**

Ingress and egress shall be allowed at all times to the Premises for Federal Highway Administration personnel and TXDOT personnel and equipment when highway maintenance operations are necessary as well as for highway safety inspection purposes. Other than regular inspection and maintenance such as mowing and trash removal, TXDOT will coordinate its maintenance activities with JCSO to avoid interference with its operation of the LPR System to the maximum extent feasible.

### **3. PROHIBITIONS - PARKING, THIRD PARTY USE, SIGNS**

Parking on the Premises will be limited to vehicles involved in the installation and maintenance of the LPR System, the inspection and/or searches of vehicles, and other law enforcement purposes related to the LPR System. Peddling of any sort in the area will be prohibited. The erection of signs on TXDOT property or rights of way other than those required for proper use of the area will be prohibited. All signs placed by JCSO on TXDOT property or rights of way shall be approved by TXDOT prior to the actual erection.

#### **4. RESPONSIBILITIES**

Maintenance and operation of the LPR System shall be entirely the responsibility of the JCSO and its contractors. JCSO shall maintain and operate the Premises in a clean and safe manner to the extent practicable. The existence or use of the LPR System shall not damage or impede maintenance or operation of the highway facility, impair safety of the traveling public, or constitute a nuisance.

#### **5. TERMINATION UPON NOTICE**

This Agreement may be terminated by mutual agreement of the parties, upon abandonment by JCSO, or for material breach of this Agreement. No termination will become effective, other than by mutual agreement of the parties, without written notice of the basis for the termination and affording a reasonable opportunity, through appropriate administrative channels, to resolve any dispute between the parties. No termination may take effect less than 180 days from the date that proper notice is received by the terminated party, unless otherwise agreed to by the parties.

#### **6. MODIFICATION - ASSIGNMENT OF AGREEMENT**

This Agreement may only be modified by written mutual agreement, as described herein. Modifications may be requested by either party upon furnishing a written request for modification, along with a draft of the proposed modification, to the other party at least 30 days prior to the desired effective date, unless exigent or emergency circumstances are present. Modifications shall be formalized by an appropriate written amendment signed by authorized representatives of each party. No official, representative, or employee of either party has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the governing body of the party.

This Agreement shall not be transferred, assigned or conveyed to a third party, whether a governmental entity or otherwise, without the prior written approval of the parties.

#### **7. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS**

JCSO will not store flammable, explosive or hazardous materials on the Premises or any other TXDOT property at or near the locations covered by this Agreement. Any structures constructed by JCSO in accordance with this Agreement will meet the appropriate nationally recognized fire code.



## **8. RESTORATION OF AREA**

All improvements made to the Premises by JCSO, whether temporary or permanent, shall remain the property of JCSO. In the event that this Agreement is terminated in accordance with Section 5 herein, JCSO shall submit a plan to TXDOT to restore the area to a condition reasonably satisfactory to TXDOT. The restoration shall be completed within 180 days from the effective date of termination unless the parties agree to a different schedule based upon the restoration plan.

## **9. ENTIRE AGREEMENT**

This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement shall not affect the provisions of any other agreement between the parties regarding the provision of other services.

## **10. NO AGENCY/EMPLOYEE RELATIONSHIP**

Each party acknowledges that this Agreement does not render it an agent, servant or employee of the other, and that each party is responsible for its own acts and deeds and those of its own agents and employees.

## **11. NO THIRD PARTY BENEFICIARIES**

This document is an inter-governmental agreement among the parties and does not create or confer any rights, privileges, or benefits to any person or entity other than the parties hereto. Nothing in this Agreement shall be construed as creating any liability in favor of any third party against TXDOT or JCSO. Additionally, this Agreement shall not be construed as relieving any third party from any liability to TXDOT or JCSO.

## **12. INSURANCE**

Prior to beginning work on TXDOT's right of way, the JCSO's installation contractor shall submit to TXDOT a completed insurance form (TXDOT Form No. 1560) and shall maintain the required coverage during the installation of the LPR System. Nothing herein shall be construed as a waiver of any applicable federal laws or regulations related to insurance coverage.

## **13. USE OF RIGHT OF WAY**

It is understood that TXDOT by execution of this Agreement does not impair or relinquish TXDOT's right to use the Premises for highway purposes when it is

required for construction, re-construction, or improvement of the traffic facility for which it was acquired, nor shall use of the land under this Agreement ever be construed as abandonment by TXDOT of such land acquired for highway purposes, and TXDOT does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits. In the event the Premises are required for construction, re-construction, or improvement of the traffic facility and TXDOT determines that the LPR System needs to be relocated, TXDOT will, to the extent reasonably practicable, provide an alternative site acceptable to JCSO within the same general area as the Premises, and JCSO will diligently work to relocate the LPR System to that location. All plans and construction work for the relocation shall be at no cost to TXDOT.

#### **14. ADDITIONAL CONSENT REQUIRED**

TXDOT asserts only that it has sufficient title for highway purposes. JCSO shall be responsible for obtaining such additional consents, permits or agreements as may be necessary in furtherance of its performance under this Agreement. Such additional consents, permits or agreements shall include, but are not limited to, appropriate permits and clearances for environmental, Americans with Disabilities Act and public utilities, if applicable.

#### **15. FHWA ADDITIONAL REQUIREMENTS**

If the LPR System is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, §710, shall be attached to and become a part of this agreement.

#### **16. CIVIL RIGHTS ASSURANCES**

JCSO, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that JCSO shall use the Premises in compliance with all other requirements imposed by Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352) (Title VII), as amended; the Americans with Disabilities Act of 1990 as applied to the federal sector under and sections 501 and 505 of the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act of 1967 (Pub. L. 90-202) (ADEA), as

amended; and applicable implementing regulations of these anti-discrimination laws at Title 29, Code of Federal Regulations (CFR) (Equal Employment Opportunity Commission) and Title 28, CFR (U.S. Department of Justice).

Nothing in this Section shall be construed or interpreted to limit JCSO's ability to steadfastly enforce laws concerning public safety and crime prevention and detection.

## **17. APPROPRIATED FUNDS**

Nothing in this Agreement shall be construed or interpreted to obligate the parties to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Agreement obligate the parties to spend funds for any particular project or purpose, even if funds are available.

## **18. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

## **19. NOTICES**

All notices required under this Agreement shall be in writing and mailed or hand delivered to the following respective addresses:

### **TXDOT**

(Mailing Address)

Texas Department of Transportation  
Maintenance Division  
125 East 11th Street  
Austin, Texas 78701-2483

### **JCSO**

(Mailing Address)

Jefferson County Sheriff's Office  
Patrol  
1001 Pearl Street  
Beaumont, Texas 77701

Either party may change the address by giving written notification to the other party.

## **20. RIGHT TO AUDIT**

TXDOT and JCSO agree the representatives of the State Auditor's Office, JCSO or TXDOT, or other authorized representatives of the state of Texas, shall have access to, and the right to audit, examine, or reproduce, any and all records of the TXDOT and JCSO related to the performance under this Agreement. TXDOT and JCSO shall retain all such records for a period of two

(2) years or until all audit and litigation matters TXDOT or JCSO has brought to the attention of each other are resolved, whichever is longer.

TXDOT and JCSO shall include the above section in all subcontractor agreements, if any, entered into in connection with this Agreement.

## 21. WARRANTIES

The signatories to this agreement warrant that each party has the authority to enter into this Agreement on behalf of the party represented. The signatories further warrant that he or she has read and understands all of the terms and conditions of this Agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions hereof are part of this Agreement, and there are no express or implied warranties, modifications, or performance guarantees other than those expressly stated herein.

## 22. MULTIPLE COUNTERPARTS

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the last date contained below.

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Signature

Date

LtGen J.F. Weber, USMC (Ret)  
Executive Director  
Texas Department of Transportation

 6-6-17

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Signature Date

Zena Stephens  
Sheriff  
Jefferson County Sheriff's Office



**ATTACHMENT A**

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements shall be observed as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, §710.

1. Any significant revision in the design or construction of the Public Road shall receive prior approval by the Texas Department of Transportation subject to concurrence by the Federal Highway Administration ("FHWA").
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This Agreement shall be revocable by either party hereto in the event that the airspace Public Road ceases to be used or is abandoned.

## **CRIME LAB - BREATH TEST PROGRAM**

### **Page 1 of 1**

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#### **Compliance with OUT OF STATE TRAVEL POLICY**

Chris Fontenot's participation at the:  
ANSI-ASQ National Accreditation Board (ANAB) Expanded Surveillance Visit  
July 12-14, 2017  
Minnesota Bureau of Criminal Apprehension – Breath Alcohol Calibration Laboratory  
St. Paul, Minnesota

1. It is not included yearly budget. All expenses will be covered by ANAB.
2. The participation in laboratory accreditation events impacts the employee's ability to perform his/her assigned tasks and directly impacts the accreditation capabilities of the Crime Lab.
3. The benefit is worth the cost because the trip is at no cost to the County
4. This assessment opportunity is not offered in Texas.

**Regular, June 12, 2017**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, June 12, 2017