

*Notice of Meeting and Agenda and Minutes  
November 06, 2017*

**SPECIAL, 11/6/2017 1:30:00 PM**

BE IT REMEMBERED that on November 06, 2017, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Porter

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

Theresa Goodness, Chief Deputy

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

**Notice of Meeting and Agenda and Minutes**  
**November 06, 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**  
**November 06, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **06th** day of **November 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

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

**PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One**

*Notice of Meeting and Agenda and Minutes*  
*November 06, 2017*

**PURCHASING:**

1. Consider and approve specifications for Invitation to Bid (IFB 17-039/YS), Term Contract for Herbicides for Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 7 - 43**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider and approve specifications for Invitation for Bid (IFB 17-041/JW), Ford Park Arena Public Address/Sound System for Jefferson County (Phase II).

**SEE ATTACHMENTS ON PAGES 44 - 86**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

3. Discuss and possibly approve the County Purchasing Agent to enter into contract negotiations for (RFP 17-032/YS), Emergency Debris Removal Services (In Response to Hurricane Harvey) for Jefferson County.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

4. Consider and approve FY 2017 budget transfer - Health & Welfare II - additional cost for burials.

120-5075-441-5006	BURIALS	\$6,000.00	
120-5075-441-2001	F.I.C.A. EXPENSE		\$6,000.00

*Notice of Meeting and Agenda and Minutes*  
*November 06, 2017*

**SEE ATTACHMENTS ON PAGES 87 - 87**

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

5. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for fall 2017 grant requests. Ford Park Entertainment Complex - marketing - recommended \$92,933.

**SEE ATTACHMENTS ON PAGES 88 - 93**

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

6. Receive and file Articles of Agreement between Jefferson County, Texas and The Jefferson County Sheriff's Association for the period October 31, 2017 - September 30, 2021.

**SEE ATTACHMENTS ON PAGES 94 - 153**

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

7. Regular County Bills - check #439642 through checks #439928.

**SEE ATTACHMENTS ON PAGES 154 - 165**

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

*Notice of Meeting and Agenda and Minutes*  
*November 06, 2017*

**COUNTY COMMISSIONERS:**

8. Consider and possibly approve a Proclamation for Veterans Day Port Neches VFW Post 4820.

**SEE ATTACHMENTS ON PAGES 166 - 167**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

9. Receive and file executed Amended Agreement between Jefferson County, Texas and Tim Richardson for professional consulting services associated with the BP Deepwater Horizon (DWH) restoration funding and related services.

**SEE ATTACHMENTS ON PAGES 168 - 176**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

10. Receive and file executed Commercial Lease between Jefferson County and Beaumont Dream Center and Harbor House Foundation.

**Commissioner Alfred abstained.**

**SEE ATTACHMENTS ON PAGES 177 - 198**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Abstained: Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*November 06, 2017*

**SHERIFF'S DEPARTMENT:**

11. Consider and possibly adopt a Resolution recognizing Edmund C. Woodsmall for 8 years and 11 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 199 - 199**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

12. Consider and possibly adopt a Resolution recognizing Patricia A. Foote for 23 years and 6 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

**SEE ATTACHMENTS ON PAGES 200 - 200**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**Other Business:**

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

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

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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

November 6, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-039/YS, Herbicides 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. 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 Herbicides for Jack Brooks Regional Airport**

**BID NO:** **IFB 17-039/YS**

**DUE DATE/TIME:** **11:00 AM CDT, Tuesday, December 19, 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, 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.**

A handwritten signature of Deborah L. Clark, with a faint circular stamp of the Jefferson County Seal visible behind it.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 8 & November 15, 2017

**IFB 17-039/YS**  
**Term Contract for Herbicides for Jack Brooks Regional Airport**  
**Bids due: 11:00 AM CDT, Tuesday, December 19, 2017**

**Table of Contents**

<b>Table of Contents .....</b>	<b>1</b>
<b>Instructions to Bidders .....</b>	<b>2</b>
<b>General Conditions of Bidding and Terms of Contract.....</b>	<b>6</b>
<b>Special Requirements/Instructions .....</b>	<b>11</b>
<b>Minimum Specifications.....</b>	<b>19</b>
<b>Bidder Information Form.....</b>	<b>21</b>
<b>Offer to Contract Form .....</b>	<b>22</b>
<b>Acceptance of Offer Form.....</b>	<b>23</b>
<b>Bid Form.....</b>	<b>24</b>
<b>Signature Page .....</b>	<b>26</b>
<b>Conflict of Interest Questionnaire .....</b>	<b>27</b>
<b>Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY).....</b>	<b>28</b>
<b>Good Faith Effort Determination Checklist.....</b>	<b>29</b>
<b>Notice of Intent .....</b>	<b>30</b>
<b>HUB Subcontracting Participation Declaration Form .....</b>	<b>31</b>
<b>Residence Certification/Tax Form .....</b>	<b>35</b>
<b>Bid Affidavit .....</b>	<b>36</b>

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

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

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

## Instructions to Bidders

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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, First Floor  
Beaumont, TX 77701

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

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

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

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

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

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

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 IFB 17-039/YS, Term Contract for Herbicides for Jack Brooks Regional Airport

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.

IFB 17-039/YS, Term Contract for Herbicides for Jack Brooks Regional Airport

**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," commonly 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, may be renewed annually for up to four (4) additional 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

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

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

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

### 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

### Minimum Insurance Requirements

Public Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00

#### 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)
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## 9. Workers' Compensation Insurance

### 9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

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

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

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 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.

## 10. FEMA Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

### (A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

### (B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

### (C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion,

sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

See also Request for Proposals at page 8, Section E.

#### **D. DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT, 2 CFR §200.326 Appen. II to Part 200 (D)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland “Anti-Kickback” Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

#### **E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

#### **F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

#### **G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

#### **H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

#### **I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)**

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § IFB 17-039/YS, Term Contract for Herbicides for Jack Brooks Regional Airport

180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

See also Request for Proposals at page 6, Section 14.

#### **J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

See Request for Proposals at page 7, Section B.

#### **K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

#### **L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **M. ACCESS TO RECORDS**

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### **N. SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

**O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

**Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

## Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) or 409-835-8593 regarding any questions or comments. Please reference bid number IFB 17-039/YS.

### Scope

Vendor shall provide Herbicides for Jack Brooks Regional Airport subject to the terms and conditions stated for an initial period **beginning on or about Date of Award**. All products must be approved for use in the State of Texas.

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

Prices quoted shall be F.O.B. Jack Brooks Regional Airport, 4875 Parker Drive, Beaumont, TX, 77705. Bidder bears freight charges. All prices must be written in ink or typewritten.

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

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

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

Refer questions of a commercial nature to Yea-Mei Sauer, Contract Specialist, 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) and questions of a technical nature to Duke Youmans, Southeast Texas Regional Airport, 409-719-4900.

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

### Usage

Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

### Contract

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

The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. The brand name references are for description only, and are not intended to exclude other herbicides of **equal quality**. Bidders desiring to substitute items may do so provided brand name is **indicated on Bid Form**. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

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

Item	Description	Unit of Measure
1	<b>POLARIS</b> – to Isopropylamine salt of imazaphyr	2.5 gal. 5 gal. cube
2	<b>Tordon 101</b> – to contain 10.2% 4-amino3, 5,6-trichloropicolinic acid (picloram), tri-isopropanolamine salt 39.6% 2,4-Dichlorophenoxyacetic acid, tri-isopropanolomiane salt. 2.5	2.5 gal. container
3	<b>Roundup herbicide</b> or equivalent – to contain 41.0% by weight Isopropylamine Salt of Glyphosate	2.5 gal. 5 gal. cube
4	<b>Nalco Trol II</b> or equivalent – water soluble spray drift control agent	Case
5	<b>Krovar I DF</b> or equivalent – to contain 40% bromacil, 40% diuron	Case
6	<b>Oust Extra</b> or equivalent – to contain 56.25% sulfometuron methyl, 15% metsulfuron methyl	4 lb. container
7	<b>Surfactant</b> or equivalent – to contain 90% active ingredient (excluding alcohols, fatty acids, oils, ethylene glycol or diethylene glycol), a minimum of 80% surfactant load, possess an HLB (hydrophilic to lipophilic balance) ratio of 12 to 17, a maximum of 10% isopropyl alcohol, have a flash point greater than 200 degrees F., and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.	2.5 gal. container
8	<b>Plateau</b> or equivalent – ammonium salt of imazapic 23.6%.	2.5 gal. 5 gal. cube
9	<b>24-D</b> or equivalent – to contain 94% 2,4-dichlorophenol, 1.0% 2,6-dichlorophenol, 0.9% 4-chlorophenol, 0.5% 2-chlorophenol and 0.1% 2,4,6-trichlorophenol	2.5 gal. 5 gal. cube
10	<b>Garlon 4</b> or equivalent – to contain 61.6% triclopyr 2.5	2.5 gal. 5 gal. cube

## Bidder Information Form

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

**Bid Name & Number:** IFB 17-039/YS, Term Contract for Herbicides for Jack Brooks Regional Airport

**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

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The Offer is hereby accepted for the following items: Term Contract for Herbicides for Jack Brooks Regional Airport. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 17-039/YS, Term Contract for Herbicides 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:**

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Jeff R. Branick  
County Judge

---

Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

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

Item	Description	Container Size	Brand bid	MSDS Labels Attached	Price per Container
1A	<b>POLARIS</b> or equivalent	2.5 gal.			\$
1B	<b>POLARIS</b> or equivalent	5 gal. cube			\$
2	<b>Tordon 101</b> or equivalent	2.5 gal			\$
3A	<b>Roundup</b> or equivalent	2.5 gal			\$
3A	<b>Roundup</b> or equivalent	5 gal. cube			\$
4	<b>Nalco Trol II</b> or equivalent	Case			\$
5	<b>Krovar I DF</b> or equivalent	Case			\$
6	<b>Oust Extra</b> or equivalent	4 lb.			\$
7	<b>Sufactant</b> or equivalent	2.5 gal.			\$
8A	<b>Plateau</b> or equivalent	2.5 gal			\$
8B	<b>Plateau</b> or equivalent	5 gal. cube			\$
9A	<b>24-D</b> or equivalent	2.5 gal			\$
9B	<b>24-D</b> or equivalent	5 gal. cube			\$
10A	<b>Garlon 4</b> or equivalent	2.5 gal			\$
10B	<b>Garlon 4</b> or equivalent	5 gal. cube			\$

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

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

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

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

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

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

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

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

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

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

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

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

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

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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

## **Signature Page**

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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.

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Bidder (Entity Name)

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Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

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

## Conflict of Interest Questionnaire

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

Adopted 8/7/2015

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

# Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

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

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

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

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

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

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

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

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

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

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Printed Name of Authorized Representative

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Signature

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Title

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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**

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**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.

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**FOR HUB OFFICE USE ONLY:**

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

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

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

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

### PART I: Continuation Sheet

(Duplicate as Needed)

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

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

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

## **Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form**

**PAGE 3 OF 4**

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

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

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

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

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

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

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

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

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form**

**PAGE 4 OF 4**

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

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

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

## Residence Certification/Tax Form

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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**

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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.**



# 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

November 6, 2017

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 17-041/JW, Ford Park Arena Public Address/Sound System for Jefferson County (Phase II). **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:** Ford Park Arena Public Address/Sound System  
for Jefferson County (Phase II)

**BID NO:** IFB 17-041/JW

**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, December 5, 2017

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

**There will be a Mandatory Pre-Bid Conference and Walk-Through at 10:00 AM CDT on Thursday, November 16, 2017 at the Ford Park Arena, 5115 IH10 South, Beaumont, Texas 77705.**

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us). Bidders may submit technical questions to: Danny Broussard, Director of Operations for Ford Park Entertainment Complex at 409-951-5425, or [Danny\\_Broussard@comcastspectacor.com](mailto:Danny_Broussard@comcastspectacor.com)

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

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

A handwritten signature of Deborah L. Clark in black ink, with a circular official seal partially visible behind it.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 8, 2017 & November 15, 2017

**IFB 17-041/JW**  
**Ford Park Arena Public Address/Sound System**  
**for Jefferson County (Phase II)**

**Bids due: 11:00 AM CDT, Tuesday, December 5, 2017**

**Table of Contents**

<b>Table of Contents .....</b>	<b>1</b>
<b>Instructions to Bidders .....</b>	<b>2</b>
<b>General Conditions of Bidding and Terms of Contract .....</b>	<b>6</b>
<b>Special Requirements/Instructions.....</b>	<b>16</b>
<b>Minimum Specifications.....</b>	<b>20</b>
<b>Bidder Information Form.....</b>	<b>24</b>
<b>Offer to Contract Form .....</b>	<b>25</b>
<b>Bid Form .....</b>	<b>26</b>
<b>Vendor References .....</b>	<b>27</b>
<b>Signature Page.....</b>	<b>28</b>
<b>Conflict of Interest Questionnaire.....</b>	<b>29</b>
<b>Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY).....</b>	<b>30</b>
<b>Good Faith Effort Determination Checklist .....</b>	<b>31</b>
<b>Notice of Intent.....</b>	<b>32</b>
<b>HUB Subcontracting Participation Declaration Form .....</b>	<b>33</b>
<b>Residence Certification/Tax Form.....</b>	<b>37</b>
<b>Bid Affidavit.....</b>	<b>38</b>
<b>ATTACHMENT A .....</b>	<b>39</b>

**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\*\*](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 judgement call to extend any deadline.

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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," commonly 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 receipt 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 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.

**4.3 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.

**4.4 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.

**4.5 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.

**4.6 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.

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

**4.8 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.

**4.9 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.

**4.10 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.

**4.11 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.

**4.12 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.

## **5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses**

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

### **(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)**

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

### **(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)**

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

### **(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

#### **D. DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT, 2 CFR §200.326 Appen. II to Part 200 (D)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland “Anti-Kickback” Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

## **E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

## **F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

## **G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

#### **H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

#### **I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)**

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

#### **K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

## **L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **M. ACCESS TO RECORDS**

- (1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

## **N. SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

## **O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

## **Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

**Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Two (2) numbered bid 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
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Excess Liability	\$1,000,000
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#### Property Insurance (policy below that is applicable to this project):

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see attached)

## 9. Workers' Compensation Insurance

### 9.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number (IFB 17-041/JW).

### **BRAND REFERENCE**

**References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.**

**Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.**

### **INTRODUCTION**

#### **PURPOSE:**

To replace existing equipment components (**As Specified for Project Phase II**) within the existing Public Address System/Sound System in the Ford Park Arena for the purpose of obtaining a more comprehensive, superior quality, and flexible configuration sound system.

#### **PROJECT BACKGROUND:**

Project Phasing for the full replacement of the Public Address System/Sound System in the Ford Park Arena has been divided into two phases: **Phase I** and **Phase II**.

**Phase I** of the project was completed in December 2013.

**Phase I** incorporated already existing equipment (listed below) into the overall system functionality:

1. Currently installed loudspeakers, horns, and subwoofers
2. Connectors, fly ware, and cabling
3. Amplifiers, rack cases, mixers, and processor

For further details regarding Phase I of the project, please find **ATTACHMENT A**. This attachment includes the original specifications for Phase I of this project.

## **SCOPE**

This Invitation for Bid is for **Phase II** improvements to the existing Public Address System/Sound System for the Ford Park Arena.

**Phase II** of the full replacement of the Public Address System/Sound System Project at the Ford Park Arena calls for removal of existing equipment components & installation of the following equipment components within the Public Address System/Sound System at the Ford Park Arena:

### **1. Loudspeaker Equipment**

- a. Loudspeaker equipment to include the following products from the Yorkville VTC Line. Tour versions of all systems to be used. Installation version or any substitutions of equipment will not be accepted. Array configurations and locations will be provided by Ford Park staff at the time of installation.

Loudspeaker equipment should be the following systems and quantities:

- i. Yorkville VTC EL210T – qty16
- ii. Yorkville VTC ELS212T – qty4
- iii. Yorkville VTC EL212D2 – qty4
- iv. Yorkville VTC EL210D4 – qty8
- v. Yorkville VTC ELB16 – qty2
- b. System design concept to be modular\portable- built in the following array configurations to provide coverage for full house, half house, house in round, and house sideways events. Phase II loudspeakers will provide equipment quantities needed to complete the arrays configurations from Phase I

### **2. Amplification**

- a. Equipment amplification to be provided by Yorkville Sound. Amplifier quantities are built for bi-amp configurations with no less than a 4ohm load per channel. Amplifiers to be provided and installed into equipment racks provided by contractor. All amplifiers will be labeled according to corresponding loudspeakers. Contractor should rack, wire, and group amplifiers into groups coinciding with the following base array configuration. That group should be one amp for subs 1&2 and four amps for boxes 1-8 HI\MID. These group configurations should be repeated four times. The following amplifiers are to be provided and installed as part of Phase II. No substitutions will be accepted.
  - i. Yorkville AP-4K – qty10

### **3. System Processing**

- a. System processing to be two part processing chain- main house and loudspeaker processors. House processor will serve as routing point for Console Left\Right\Front Fill and Floor Left\Right\SUB\Front Fill signal control, and will be provided as part of Phase II. Contractor is responsible for providing and installing all cabling from console to house processor. Contractor is responsible for providing and installing drive snake for floor inputs. Drive snake configuration discussed in Cabling Objective. Loudspeaker processor to serve as system management and manufacture preset processing. Loudspeaker processor to be configured with latest Yorkville VTC presets for the AP-4k amplifier and VTC loudspeakers. House processor will be assigned presets for system management. Preset building to be built and configured by contractor. All presets must be saved externally and provided to Ford Park staff via USB jump drive. No substitutions will be accepted. House processor to be located in control booth using existing equipment rack. Loudspeaker processors to be located in amplifier equipment racks provided by contractor.
  - i. Yorkville DLMS4080 – qty1
  - ii. DBX DriveRack 4820 – qty1

#### 4. Rigging Hardware

- a. The object of the rigging hardware is to provide a flexible solution for suspending the speaker systems in multiple locations throughout the arena. The speaker systems will be suspended from one point using one Columbus Mckinnon-ET 1ton chain motors. This gives the venue the ability to remove or re-hang the speaker systems as needed. Contractor is responsible for providing and installing a complete chain motor rigging system to include the following rigging hardware. Contractor must completely configure new chain motors for safe equipment operation. Safe operation to include rigging chain lubricated to manufacture specifications, electric chain brakes set for reverse operation, chain limits switches set for 60' chain length. No substitutions will be accepted. Contractor should note, that rigging hardware will be provided in stages as per Phase I and Phase II. Phase II should include the following equipment.
  - i. 4 Columbus Mckinnon 3phase-1ton chain motors with 60foot chains w/dual twist power and control
  - ii. 4 double hook chain bags with custom Columbus Mckinnon brackets
  - iii. Contractor will provide 4 custom rigging attachments. Attachment must be a closed rigging ring bound to two wire rope slings, so that the speaker system bracket is attached via two points. Custom rigging attachments must be fly rated equipment and must maintain 5:1 safety weight rating.

#### 5. Digital Console

- a. Contractor is responsible for proving and installing a new house digital console. Console will be located in the control booth and will serve as local and floor inputs. Outputs will be attached directly to house processor. Final location must be approved by Ford Park Staff. No substitutions will be accepted. Console to be provided:
  - i. Soundcraft Expression 2

#### 6. Wireless Network

- a. Contractor is responsible for providing and installing a professional grade wireless network that will provide wireless coverage throughout the arena and control booth. House processor and digital console must be attached to network, so that Ford Park staff can access processor for wireless app control and digital console for wireless remote operation. Network must include a router, switch, and no less than three access points. Network equipment will be located in control booth. Access points locations to be: 1 in control booth, 2 in area catwalk (1 North and 1 South). Network must be configured to offer DHCP and DNS, so that wireless clients can successfully connect.

#### 7. System Installation

- a. Contractor is responsible for all installation expense to include labor, freight and shipping cost, and training. System will be installed and be a 100% functioning sound system before project is agreed to be completed. Contractor is responsible for proving as built drawings to Ford Park staff and provide training on system operation as need.

#### 8. Existing Equipment Demo

- a. Contractor is responsible for removing all existing sound system equipment. Equipment will include all cabling, amp racks, speaker system, fly brackets, any and all rigging hardware. NOTE... existing sound system cannot be removed until the new speaker system is 100% operational. Approval to start the demo process must be obtained by Ford Park staff. Once demo is completed equipment must be transported to storage location identified by Ford Park staff. Contractor is responsible for transporting equipment as needed. Contractor should note, North and South wing speakers will be removed as part of Phase II demo process.

**System Calibration:**

Contractor is responsible for completing final system calibration of newly installed equipment. One calibration has been completed during **Phase I** of the project. Another calibration must be performed for **Phase II** of the project. Calibration is to be performed by the loudspeaker/equipment factory engineer only; not an authorized dealer, sales representative, or any third party representing the equipment. Contractor is responsible for all scheduling and coordination of the engineer and calibration process. Contractor is also responsible for any and all expense for the calibration. No substitutions are exceptions will be accepted.

**Use of “Bucket Lift”:**

**Phase II** of the audio installation at Ford Arena will require an 80' articulated arm “bucket lift”. The lift will be provided by Ford Park at no cost to the contractor. The lift schedule must be coordinated one week in advance with Danny Broussard at Ford Park.

**BID REQUIREMENT:**

Bidder is to provide an itemized list of all materials and equipment, and indicate the brand/model and product numbers to be used for this project.

## Bidder Information Form

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

**Bid Name & Number:** (IFB 17-041/JW), Ford Park Arena Public Address/Sound System for Jefferson County (Phase II)

**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:**

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Company Name

For clarification of this offer, contact:

---

## Address

Name \_\_\_\_\_

---

Signature of Person Authorized to Sign

## E-mail

Printed Name

## Title

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

## Bid Form

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Using this form, each Bidder must state its proposed charges. **Each Bidder'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>Phase II - Lump Sum Bid</b>	\$ _____.
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**Additional Bid Requirement:** Bidder **MUST provide** an itemized list of all materials and equipment, and indicate the brand/model and product numbers to be used for this project.

**BRAND REFERENCE:** References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach Two (2) Copies of the Manufacturer Specifications for any alternate at the time of the bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

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

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

## Signature Page

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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.

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Bidder (Entity Name)

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Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

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

## Conflict of Interest Questionnaire

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>			
<p><b>1</b> <input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity.</p>		<p><b>OFFICE USE ONLY</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Date Received</td> </tr> </table>	Date Received
Date Received			
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>			
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p>Name of Officer</p> <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> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="text-align: center;">_____</p>			
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p>Signature of vendor doing business with the governmental entity</p>		<p style="text-align: center;">_____</p> <p>Date</p>	

Adopted 8/7/2015

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

**Local Government Officer**

(IFB 17-041/JW), Ford Park Arena Public Address/Sound System for Jefferson County (Phase II)

Page 29 of 42

## Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

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

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

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

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

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

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

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

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

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

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Printed Name of Authorized Representative

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Signature

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Title

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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**

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**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 SUBCONTRACTOR DISCLOSURE**

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

# **Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form**

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**PAGE 2 OF 4**

## **HUB SUBCONTRACTOR DISCLOSURE**

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

---

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

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

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

## **Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form**

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**PAGE 3 OF 4**

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

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

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

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

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

---

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

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

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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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: \_\_\_\_\_

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

## **Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form**

**PAGE 4 OF 4**

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

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

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

## Residence Certification/Tax Form

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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.**

## **ATTACHMENT A**

### **Phase I Bid Specifications (For Informational Purposes)**

#### **Ford Park Arena House Public Address/Sound System Specifications**

##### **Purpose:**

To replace the existing Public Address System in the Arena with a more comprehensive, superior quality, and flexible configuration sound system.

##### **Project Phasing:**

The project will be scalable and divided into two phases. The completion of Phase one must include a fully functioning audio system with enough coverage to facilitate the arena in a 360 degree orientation. In addition to the listed equipment in the IFB specifications below, Phase one must incorporate the following existing equipment into overall system functionality:

4. Currently installed loudspeakers, horns, and subwoofers
5. Connectors, fly ware, and cabling
6. Amplifiers, rack cases, mixers, and processor

Phase one of the project to be completed on or before December 3rd, 2013. The installation must be coordinated with the facility (so as not to interfere with scheduled events).

Phase two of the project will be let for bid and awarded at a later date.

##### **Bid Specification Objectives:**

- Loudspeaker Equipment
- Amplification
- System Processing
- Rigging Hardware
- Cabling
- Equipment Racks
- Digital Console
- Wireless Network
- Electrical Installation
- System Installation
- Existing Equipment Demo

##### **Objective Overviews**

###### **1. Loudspeaker Equipment**

- a. Loudspeaker equipment to include the following products from the Yorkville VTC Line. Tour versions of all systems to be used. Installation version or any substitutions of equipment will not be accepted. Array configurations and locations will be provided by Ford Park staff at the time of installation.

Loudspeaker equipment should be the following systems and quantities:

- i. Yorkville VTC EL210T – qty16
- ii. Yorkville VTC ELS212T – qty4
- iii. Yorkville VTC ELB8 – qty4

- b. System design concept to be modular\portable- built in the following array configurations to provide coverage for full house, half house, house in round, and house sideways events. All arrays configurations will not be usable until the completion of Phase II.

Array configurations to be:

- i. Full House
  - 1. Two main arrays of 16 EL210Ts
  - 2. Two sub arrays of 4 ELS212Ts
- ii. Half house – two configurations
  - 1. Two main arrays of 16 EL210Ts
  - 2. Two sub arrays of 4 ELS212Ts
  - Or
  - 3. Four arrays of 8 EL210Ts with 2 ELS212Ts
- iii. House in Round
  - 1. South array of 8 EL210Ts with 2 ELS212Ts
  - 2. North array of 8 EL210Ts with 2 ELS212Ts
  - 3. West array 1 of 4 EL210Ts with 1 ELS212Ts
  - 4. West array 2 of 4 EL210Ts with 1 ELS212Ts
  - 5. East array 1 of 4 EL210Ts with 1 ELS212Ts
  - 6. East array 2 of 4 EL210Ts with 1 ELS212Ts
- iv. House Sideways
  - 1. Four arrays of 8 EL210Ts with 2 ELS212Ts

## 2. Amplification

- a. Equipment amplification to be provided by Yorkville Sound. Amplifier quantities are built for bi-amp configurations with no less than a 4ohm load per channel. Amplifiers to be provided and installed into equipment racks provided by contractor. All amplifiers will be labeled according to corresponding loudspeakers. Contractor should rack, wire, and group amplifiers into groups coinciding with the following base array configuration. That group should be one amp for subs 1&2 and four amps for boxes 1-8 HI\MID. These group configurations should be repeated four times. The following amplifiers are to be provided and installed as part of Phase I. No substitutions will be accepted.
  - i. Yorkville AP-4K – qty10

## 3. System Processing

- a. System processing to be two part processing chain- main house and loudspeaker processors. House processor will serve as routing point for Console Left\Right\Front Fill and Floor Left\Right\SUB\Front Fill signal control, and will be provided as part of Phase II. Contractor is responsible for providing and installing all cabling from console to house processor. Contractor is responsible for providing and installing drive snake for floor inputs. Drive snake configuration discussed in Cabling Objective. Loudspeaker processor to serve as system management and manufacture preset processing. Loudspeaker processor to be configured with latest Yorkville VTC presets for the AP-4k amplifier and VTC loudspeakers. House processor will be assigned presets for system management. Preset building to be built and configured by contractor. All presets must be saved externally and provided to Ford Park staff via USB jump drive. No substitutions will be accepted. House processor to be located in control booth using existing equipment rack. Loudspeaker processors to be located in amplifier equipment racks provided by contractor.
  - i. Yorkville DLMS4080 – qty1

#### 4. Rigging Hardware

- a. The object of the rigging hardware is to provide a flexible solution for suspending the speaker systems in multiple locations throughout the arena. The speaker systems will be suspended from one point using one Columbus Mckinnon-ET 1ton chain motors. This gives the venue the ability to remove or re-hang the speaker systems as needed. Contractor is responsible for providing and installing a complete chain motor rigging system to include the following rigging hardware. Contractor must completely configure new chain motors for safe equipment operation. Safe operation to include rigging chain lubricated to manufacture specifications, electric chain brakes set for reverse operation, chain limits switches set for 60' chain length. No substitutions will be accepted. Contractor should note, that rigging hardware will be provided in stages as per Phase I and Phase II. Phase I should include the following equipment.
  - i. 1 Motion Labs 4channel dual twist motor control – enclosed in a steel liner
  - ii. 4 dual twist power and control motor cables. Cable lengths must reach from motor control, across catwalk, to speaker system position, and down to floor. Cables must be made of SJOOW type cabling and be no less than 14awg per conductor.
  - iii. 1 Motion Labs 8channel remote handset
  - iv. 1 Motion Labs remote extension cable – must reach across catwalk and down to floor for rigging as need.
  - v. All steel wire rope slings and shackles to prep 4 positions to suspend speaker system. Slings and shackles must be fly rated equipment and must maintain 5:1 safety weight rating. 4 positions must include 1 point per position. Positions will be identified by Ford Park staff

#### 5. Cabling

- a. System cabling to be two part – speaker cables and drive\processing cabling. All speaker cabling will be installed in a manner that the cabling can be moved around the venue as needed. Speaker cabling to be black rubber jacketed cable. No installation grade cable will be accepted. Speaker cable configuration to provide no more than two EL210 speaker enclosures per amp channel (in bi-amp configuration), and one ELS212 sub per amp channel. Cabling must keep a consistent 4ohm load through the distribution scheme and may not add more than .5ohms of resistance due to cable length. All speaker cable to be provided and installed by contractor in the following manner. Drive snake will provide as part of Phase II. No substitutions will be accepted.
  - i. 2RU Rack panel in amplifier racks to provide mass pin disconnects. Panel must be custom stenciled to identify connector and its coordinating amp channel and speaker enclosure. No stick on labels will be accepted. Stenciling to identify rack panel and mass pin connectors as Left Panel (A-array, B-array) and Right Panel (A-array, B-array). Panels to provide cabling fan-out, which should be routed around amplifier racks and attached to appropriate amplifier channels. Fan-out cables to be attached to amplifiers with latching speakon connectors. No banana or bare wire connections will be accepted.
  - ii. Speaker cabling to be composed of 13awg multi conductor rubberized speaker cable. Speaker cable trunks to route from amp rack mass pin panel across catwalk, ceiling, and down to speaker system array. Lengths must be determined by contractor and must reach any point from catwalk, through ceiling, to floor.
  - iii. Speaker cable trunks to be broken out using mass pin breakouts to 4pin speaker fan-outs. Fan outs to be labeled and protected with clear heat-shrink so that they identify the coordinating amp channel and speaker enclosure. Fan-outs must be rubberized jacketed cabling and be no less than 13awg cable conductors. Breakout wiring must be built with a sealed metal enclosure. Contractor cannot cut and fan out speaker cable trunks with heat shrink or electrical tape.

## 6. Equipment Racks

- a. Equipment racks to be from Middle Atlantic racks solutions. Racks to be installed in ceiling catwalk. Racks must be secured to catwalks in a solid mechanical method. 3 sides must be accessible at all time. All unused rack spaces must be filled with blank rack panels. Racks must be black in color. Contractor to provide and install equipment racks as follows. Final rack locations will be approved by Ford Park staff. No substitutions will be accepted.
  - i. Left rack - 27space, 20inches deep, and with rear door option
  - ii. Right rack - 27space, 20inches deep, and with rear door option
  - iii. Motor control rack - 21space, 20inches deep, and with rear door option
  - iv. Blank rack panels – as needed

## 7. Electrical installation

- a. All electrical work to be included in contractor bid. Electrical expense should include the addition of the following new circuits and demo of the old existing circuits; including piping and wiring. Contractor is responsible for supplying and installing all electrical hardware. All new electrical equipment must be installed in accordance with current electrical codes and be performed by a licensed electrical installer. All new electrical service to be installed in a permanent design scheme and cannot contain SOOW or “temporary” electrical power outlets. No substitutions will be accepted. Bid is to include the following new circuits:
  - i. 14 - 20amp 120v circuits. Circuits to be hard-piped to amp racks, through rigid conduit, and terminated in 1900 box, with standard edison receptacles. 2 of the 14 circuits will be terminated in 1900 box, with standard quad edison receptacles. No flexible conduit will be accepted, and absolutely no SOOW cabling can be used. Amps to be attached to circuits in following configuration:
    - 1. 8 circuits for HI\MID amps
    - 2. 4 circuits for sub amps.
    - 3. 2 quad circuits for processing equipment
  - ii. All 14 new circuits to be landed in equipment racks – located on rear left side. Conduit and 1900 boxes to be attached to equipment racks in a secure manner.
  - iii. 1 – 30amp 3-phase circuit. Circuit to be hard-piped to rigging rack through rigid conduit and terminated into 1900 box with Hubbell 2810 (NEMA L21-30R) receptacle.
  - iv. All circuits to be from sound power breaker cabinet located in catwalk.

## 8. System Installation

- a. Contractor is responsible for all installation expense to include labor, freight and shipping cost, and training. System will be installed and be a 100% functioning sound system before project is agreed to be completed. Contractor is responsible for proving as built drawings to Ford Park staff and provide training on system operation as need.

## 9. Existing Equipment Demo

- a. Contractor is responsible for removing all existing sound system equipment. Equipment will include all cabling, amp racks, speaker system, fly brackets, any and all rigging hardware. NOTE... existing sound system cannot be removed until the new speaker system is 100% operational. Approval to start the demo process must be obtained by Ford Park staff. Once demo is completed equipment must be transported to storage location identified by Ford Park staff. Contractor is responsible for transporting equipment as needed. Contractor should note, East and West wing speakers will be removed as part of Phase I demo process.

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** OCTOBER 11, 2017

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The following FY 2017 budget transfer for Health & Welfare II is necessary for additional cost for burials.

120-5075-441-5006	Burials	\$6,000
120-5075-441-2001	FICA	\$6,000

Updated 10/13/17

Revised 8-1-17

**APPLICATION FOR USE OF JEFFERSON COUNTY  
HOTEL OCCUPANCY TAX FUNDS  
(FOR ADVERTISING AND PROMOTION FUNDING)**

Thank you for your interest in promoting tourism and the hotel industry in Jefferson County through the utilization of county Hotel Occupancy Tax (HOT) funds. The use of HOT funds is regulated by law (Tax code 352-1033), which limits the use of those funds for the direct enhancement and promotion of tourism AND the convention and hotel industry. To determine eligibility, the following section of this tax code which pertains to advertising/promotion must apply to your application. "Advertise and conduct solicitations and promotional programs to attract tourists and conventions delegates or registrants to the county or its vicinity, any of which may be conducted by the county or through contracts with persons or organizations selected by the county. In addition, a county that borders the Gulf of Mexico and that is authorized to impose the tax by Section 352.002(a)(6) may use 50% or less of the revenue from the tax for the promotion of tourism.

**I. CRITERIA**

**A. General Information**

1. Name of Organization Ford Park Entertainment Complex
2. What specifically is being marketed or promoted? I.e. facility, event, etc.  
Facility, catering and management

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3. Total Amount of Funds Requested by this Grant? \$130,000
4. What is the organization's financial contribution for this project/event?  
n/a

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Revised 8-1-17

5. What other funding sources are being pursued or sought?  
n/a

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6. Date of Event if applicable. Please ensure that you are requesting funds far enough in advance to be able to accomplish the goals for which you are requesting funds.  
FY 2017-2018

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7. Which hotel/s have you negotiated a special rate if this funding request is being used for an event? Please list hotel/s (do not list rates).  
n/a

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8. Completion date of project FY 2017-2018

## II. VISITOR IMPACT

A. Provide numbers for the following:

1. Total visitors/participants: previous year 635,642

expected this year 640,000

2. Visitors/participants who indicated they stayed or will stay in a Jefferson County hotel:

previous year 55,282

expected this year 60,000

Revised 8-1-17

### III. FUNDING RECAP

1. Provide a specific line item description and amount of exact use of funds being requested. Total should match amount being requested. (If more space is needed, please use attachments.)

#### IV. MARKETING PLANS

A. How will your organization enhance the promotion of tourism AND the convention /hotel industry in Jefferson County?  
Bidding RFP's with CVB and JCTC for events at Ford Park. Contractual Facility Representative will attend meetings and conventions on behalf of the facility, market and advertise Ford Park as a destination facility in Jefferson County and a catering leader in the area.

Revised 8-1-17

B. What media will be used in your advertising and promotion? Please provide a detailed list of the media to be used, i.e. Houston Chronicle, KHOU, Southern Living, etc. (Must be outside 75-mile radius of Jefferson County)

Advertising will be placed in meeting, convention, group travel, wedding, and other publications throughout the year focusing on special editions showcasing the Texas and Southeast Texas areas. Publications include Meetings & Conventions, Small Market Meetings, TSAE, Meetings & Events, SportsEvents, Conventions South, Venues Today, Meetings Today Guide. We will also focus on publications that will be distributed at conventions and meetings.

By signing this application, I, individually and on behalf of my organization, represent and agree that:

1. I have full authority to execute this application on behalf of myself, group, and organization;
2. Any funds allocated out of Hotel Occupancy Tax monies will be used solely in the manner set forth in the award letter;
3. I as a representative and my organization will, within 60 days following the date of my/our project/event, provide a complete and detailed accounting to the Jefferson County Tourism Commission, c/o Kathi Hughes, in such form as may be provided/requested;
4. Failure to provide the report within 60 days and/or to use the allocated monies solely for the purposes for which such funds were awarded shall render me and my group/organization liable for reimbursement to Jefferson County of all such funds, plus reasonable court costs and attorney fees.
5. Please submit a W-9 Form with application.

Date original submltton 9/7/17; revised submltton 10/12/17

Name of Organization Representative Completing Form

Jamie Nielsen

Signature

Director of Sales and Marketing

Title

409-951-5413

Phone Number

74-6000291

Federal Tax ID

5115 I-10 Soth

Address

Beaumont, TX 77705

E-mail

jamie\_nielsen@comcastspectacor.com

W-9 Attached

Revised 8-1-17

Return Form to: Ben J. Rogers Regional Visitors Center  
Attn: Kathi Weathington Hughes  
5055 IH-10 South  
Beaumont, Texas 77705

Questions in regard to the application should be forwarded to Mrs. Kathi Hughes at 409-842-0500 or 866-432-8951.

**SPECIAL NOTE:** Grants of hotel occupancy tax revenues may statutorily be used only for the promotion of tourism. Expenditure of funds for unauthorized purposes may result in recapture and/or enter into funding decisions in future funding cycles.

Ford Park JCTC 2017-2018 Advertising and Promotion Funding

Advertising: Publications/Magazines:

Convention South

SportsEvents

Venues Today

Meetings Today Guide

Meetings & Events

Group Travel Leader

Small Market Meetings

Exhibitor Magazine

Meetings Today

Trade Show Executive

VYPE Houston

Texas Meetings & Events

Collateral:

New photography of spaces

Design of collateral

Trifold brochure of entire facility

Folder & Inserts of each available space of the facility

360 video of spaces for digital use and presentation to interested clients

Promotional Items:

T-shirts

Pens

Phone chargers and cords

Meetings & Conferences: (others to be confirmed)

Connect

TSAE

Destination Texas- Northstar Meetings Group

IAEE

## **ARTICLES OF AGREEMENT**

**Between**  
**Jefferson County, Texas**  
**And**  
**The Jefferson County Sheriff's Association**

**October 31, 2017 - September 30, 2021**

**TABLE OF CONTENTS**  
**ARTICLE PROVISION PAGE**

Article 1 Preamble  
Article 2 Definitions  
Article 3 Duration  
Article 4 Recognition  
Article 5 Payroll Deductions  
Article 6 Conduct of Association Business  
Article 7 Bulletin Boards  
Article 8 Disallowed Practices  
Article 9 Officer Exclusions/Special Provisions  
Article 10 No-Strike Clause  
Article 11 Management Rights  
Article 12 Maintenance of Standards  
Article 13 Uniforms, Safety & equipment  
Article 14 Promotions/Appointments  
Article 15 Seniority  
Article 16 Detention Center Job Assignments  
Article 17 Retirements  
Article 18 Contract Dispute Resolution  
Article 19 Wages  
Article 20 Hours of Work & Overtime  
Article 21 Vacations  
Article 22 Holidays  
Article 23 Sick Leave  
Article 24 Injury Leave  
Article 25 Leave of Absence  
Article 26 Military Leave  
Article 27 Jury Duty  
Article 28 Disciplinary Actions  
Article 29 Insurance  
Article 30 Miscellaneous  
Article 31 Closing Statements

**ATTACHMENTS**

Attachment 1 Binding Arbitration  
Attachment 2 Internal Affairs Procedures  
Attachment 3 Citizens Advisory Panel  
Attachment 4 Wavier for Citizens Review Panel

## **ARTICLE I PREAMBLE**

### **SECTION I**

This Agreement is made and entered into by and between the County of Jefferson, the Sheriff of said County, in the State of Texas, and the Jefferson County Sheriff's Association hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including Chapter 174 of the Texas Local Government Code, otherwise known as the Fire and Police Employee Relations Act.

### **SECTION II**

The general purpose of this Agreement is to promote the mutual interests of the County and the Sheriff; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "policemen" as defined in the Fire and Police Employee Relations Act, with the objective of providing a sound basis for the efficient and effective delivery of police services to the public. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

### **SECTION III**

The County, the Sheriff, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in Chapter 174 of the Local Government Code and all other applicable statutes.

## **ARTICLE 2**

### **DEFINITIONS**

1. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County and the Sheriff, and the Jefferson County Sheriff's Association.
2. "Association" means the Jefferson County Sheriff's Association.
3. "Bargaining Unit" means all Correction Officers and Deputies who are employed by the Jefferson County Sheriff's Office, as defined in the Texas Local Government Code, Chapter 174, Section 174.003, (3).
4. "Base Pay" means the salary or wages paid to an employee, exclusive of longevity pay or any other supplemental pay or benefits.
5. "Board of Directors" mean those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.
6. "Corrections Department" means any work unit within the Sheriff's Office where officers are assigned to or work on security of the detention center and/or inmates, and are carried under the Corrections Department Budget.
7. "Correction Officer" means any sworn, full-time paid employee of the Corrections Department of the Sheriff's Office who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Sheriff.
8. "County" means the County of Jefferson, Texas.
9. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County, Texas.
10. "County Judge" means the duly elected or appointed County Judge who is charged primarily with the administration of Jefferson County, Texas.
11. "County Sheriff (or Sheriff)" means the duly elected or appointed Sheriff of Jefferson County, Texas.
12. "Office" means the Sheriff's Office of Jefferson County, Texas.

13. "Deputy Chiefs" and "Assistant Deputy Chiefs" means that employee in positions and/or job classifications one and two ranks, respectively, immediately below the Sheriff.
14. "Deputy" means any sworn, full time, paid employee of the Law Enforcement Department of the Sheriff's Office, who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Sheriff.
15. "Demotion" means reduction from a higher rank to a lower rank within the office.
16. "Dispute": means any and all disputes arising under the Contract, Dispute Resolution Procedure in Article 18.
17. "Emergency" means an unexpected happening or event, or an unforeseen situation or a crisis that calls for immediate action.
18. "Law Enforcement Department" means any working unit within the Sheriff's Office where officers are assigned to or work in duties that involve the use of Texas peace officer powers, and are carried on the Law Enforcement Department Budget, to include the Marine unit and Youth Academy.
19. "Negotiating Committee" means the bargaining unit member appointed by the Association President whose primary responsibility is contract negotiations with the County. This committee comprised of the Association President and equal amounts of members from both budgeted departments.
20. "Officer" means any Correction Officer or Deputy of Jefferson County as defined in this contract.
21. "Promotion" means advancement from a lower rank to higher rank within the Department.
22. "Regular Pay" means the total salary or wages paid to an employee, exclusive of overtime pay, but including longevity pay, and any other types of pay supplements that may be included in this agreement relating to education, specialized training or certification that are provided to an employee on a recurring basis.

23. "Standby" means that an off-duty officer has received an order from a superior officer to remain at home or other specific, known location awaiting a call to be immediately available for duty when called. The order must substantially interfere with the officer's freedom to use his/her time off as desired. It does not include any requirement to wear a cell phone or other such device and does not include any rule or regulation requiring response to a cell phone.

24. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests or to perform other usual and customary duties), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

25. "Suspension" means a person is suspended if, for any reason, he/she is relieved of duty by the Sheriff. A person who is suspended remains an employee of the Department, but may not perform any official act unless so directed by the Sheriff. The Sheriff may suspend an employee with or without pay.

26. "Termination" Means an employee is no longer employed by the Office as a result of disciplinary action.

27. "Disciplinary Action" means termination, suspension, and demotion, probation as defined under Article 28-Section III, written reprimand, or oral reprimand.

28. "Disciplinary Probation" means probation given an officer for a serious offense, as set forth by the Sheriff, not to exceed six months.

## **ARTICLE 3**

### **DURATION**

#### **SECTION I**

This Agreement shall be effective as of the 31st day of October 2017, and shall remain in full force and effect until the 30th day of September 2021, unless the parties mutually agree on an extension to some other date after September 30, 2021. In the event that the parties reach an impasse in collective bargaining negotiations as defined in Chapter 174, Local Government Code prior to September 30, 2021 then this contract shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2023.

#### **SECTION II**

In the event that a Sheriff other than the signatory to this Agreement takes office during the term of this Agreement, said new Sheriff may, no later than thirty (30) days after taking office, give the Association written notice of his intention to re-open negotiations with respect to those parts of this Agreement applicable to his rights and authority. The failure by the new Sheriff to give written notice within thirty (30) days, shall give implied consent that the terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Sheriff and the Association, and the parties reach an impasse in collective bargaining negotiations as defined in Chapter 174, Local Government Code, then all parts of this contract applicable to the Sheriff's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2023.

#### **SECTION III**

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

## **ARTICLE 4 RECOGNITION**

### **SECTION I**

The County and the Sheriff hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all Officers as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

### **SECTION II**

The County, the Sheriff and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Department Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

## **ARTICLE 5 PAYROLL DEDUCTIONS**

### **SECTION I**

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

### **SECTION II**

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues timely deducted shall be paid to the legally designated representative of the Association.

### **SECTION III**

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The

County shall begin making deductions in that amount within thirty (30) days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve month period.

#### **SECTION IV**

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

#### **SECTION V**

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that the County per Fiscal Year shall deduct no more than one special assessment.

#### **SECTION VI**

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

### **ARTICLE 6**

#### **CONDUCT OF ASSOCIATION BUSINESS**

#### **SECTION I**

The Association shall have the sole and exclusive right to all time off rights set forth in this Section.

#### **SECTION II**

Any member of the Board of Directors shall have the right to visit the premises of the Sheriff's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Office. A member of the Board of Directors shall provide a written request to the Sheriff about any visitation of the premises. The Sheriff shall not unreasonably deny any request to visit the premises.

### SECTION III

Consistent with the Association leave pool provisions in Section 4 Herein, the Association's negotiating team will be of equal number of members to that of the County. The members shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted. The county agrees not to have a negotiating team that exceeds five (5) members. The parties may by mutual agreement waive this restriction.

### SECTION IV

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any individual shall be done on the following basis:

- A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the County or Sheriff shall not be construed as Association business. All Association business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.
- B. Each member of the Association shall donate four (4) hours per year at the beginning of each new Calendar Year from vacation time to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried over into the next year.
- C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the officer's name; (2) the officer's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his designee authorizing such leave. The County Auditor will maintain a record of such leave accrued and taken.
- D. The Association business leave may be suspended by the Sheriff for the following: in times of emergency; for lack of manpower; or for an operational contingency.

E. The Association President shall notify the Sheriff in writing at least five (5) days in advance of any Board members attending any Association business, which is outside the boundary of Jefferson County. Such notice shall state the nature of the business to be attended, the date, time and place of said business, and the name of the Board member(s) attending, and how long the Board member(s) will be on business outside the boundary of Jefferson County.

F. One member of the Board shall be permitted to speak at shift roll-call meetings about any matter pertaining to Association business for a period not to exceed a total of five (5) minutes. Prior to speaking at such roll calls, the Association representative shall notify the on duty shift supervisor prior to roll call that he/she intends to speak; and the subject matter to be discussed.

## **ARTICLE 7** **BULLETIN BOARDS**

### **SECTION I**

The Association shall have the sole and exclusive right to maintain bulletin boards as set forth in this Section. The Association may maintain at least four (4) bulletin boards at the Office. One bulletin board shall be located in each of the following locations: the patrol squad room, Sub-County Court House, Jefferson County Narcotics Office, and the main detention centers.

The boards may be used for the following notices:

- (1) Recreation and social affairs of the Association.
- (2) Association meetings.
- (3) Association elections.
- (4) Reports of Association committees.
- (5) Rulings or policies of the State or National Association.
- (6) Legislative enactments and judicial decisions affecting public employee labor relations.

(7) Notices or announcements pertaining to the political activities of this Association. Posting of these notices shall be in compliance with the Texas Election Code and any other applicable laws.

## **ARTICLE 8** **DISALLOWED PRACTICES**

### **SECTION I**

The County, Sheriff or the Association, as applicable, shall not engage in the following practices:

- A. Interfere with, restrain, or coerce employees in the exercise of rights granted in this Agreement.
- B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under Chapter 174 of the Local Government Code as an exclusive bargaining representative.
- C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.
- D. Discharge or discriminate against any employee because he has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he has formed, joined, or chosen to be represented by the Association.
- E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.
- F. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under Chapter 174 of the Local Government Code Fire and Police Employee Relations Act.
- G. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under this Agreement.

H. Coerce, intimidate or induce any elected official or agent of the County to interfere with any officers in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act or under this Agreement.

**ARTICLE 9**  
**OFFICER EXCLUSIONS AND SPECIAL PROVISIONS**

**SECTION I**

Any civilian employee appointed to the position of Administrative Assistant to the Sheriff, is specifically excluded from the bargaining unit and such employee's compensation, hours, and other conditions of employment are not determined by this Agreement.

**SECTION II**

All officers shall serve an initial probationary period of one year from the date of employment.

Any probationary officer shall have benefit of all wages, hours and terms and conditions set forth in this Agreement, except that such officer shall be excluded from coverage under Article 28, "Disciplinary Actions"; specifically, the Sheriff may terminate a probationary officer with or without cause, and no probationary officer may appeal his or her termination pursuant to Article 28. Except that an officer on "Disciplinary Probation" who is facing possible termination shall have all rights afforded them under Article 28, Sections I, II, III and IV. In addition, an officer on "Disciplinary Probation" may not promote or transfer to another position.

**ARTICLE 10**  
**NO STRIKE CLAUSE**

**SECTION I**

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow downs or any other form of work stoppage or interference with business of the County or Sheriff Department, and will cooperate with the County and Sheriff in preventing and/or halting any such actions.

## **SECTION II**

Subject to Article 28, "Disciplinary Actions," the Sheriff may discipline and/or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by Section I of this Article. The Sheriff may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

### **ARTICLE 11 MANAGEMENT RIGHTS**

Subject to the terms of this Agreement and the Maintenance of Standards Clause set forth in Article 12, the Association recognizes the prerogative of the Jefferson County Commissioners' Court and the Sheriff to operate and manage their affairs in all respect and in accordance with their responsibilities, rights and duties. Subject to the Maintenance of Standards Clause set forth in Article 12, all power and authority which has not been abridged, delegated, granted or expressly limited by some written provision of this Agreement is retained by the County and by the Sheriff.

### **ARTICLE 12 MAINTENANCE OF STANDARDS**

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement. Provided, however, that any such standards, economic benefits or other conditions of employment shall have previously been established by a specific written and signed directive of the Sheriff or by Commissioner's Court, or have been mandated by (and consistent with) all State or Federal laws or regulations; and shall have been applied uniformly throughout the Office to all members of the Bargaining Unit, and any required funds shall specifically have been provided in the budget for such standards, economic benefits or other conditions of employment.

## ARTICLE 13

### UNIFORMS, SAFETY AND EQUIPMENT

The Sheriff, his designee and the Association Board Members in agreement to better the safety of the Jefferson County Sheriff's Office employees shall requisition such needed equipment within 10 days of request submittal. This agreement insures accountability and cooperative management of Sheriff's Office equipment.

#### SECTION I

##### **Uniforms**

The County shall issue five (5) uniform short sleeve shirts, five (5) uniform long sleeve shirts and five (5) pairs of uniform pants and a belt to each correction officer and deputy whose assignment requires that a uniform be worn. The County on an as needed basis as determined by the Sheriff will replace uniforms. Uniforms that have been damaged due to abuse, misuse or neglect shall be replaced at the expense of the officer.

#### SECTION II

##### **Uniform Gear**

The County shall issue a jacket to each correctional officer. The County shall issue: a windbreaker with liner, reflective traffic vest, and slickers to each deputy; and for each deputy assigned to the Patrol Division, also issue a winter jacket. The County on an as needed basis as determined by the Sheriff shall replace all uniform gear in this Section. Any uniform gear herein that has been damaged due to abuse, misuse or neglect shall be replaced at the expense of the officer.

#### SECTION III

##### **Uniform Equipment**

The County shall issue one pair of handcuffs with holder to each correctional officer. The County shall issue the following to each deputy assigned to the Law Enforcement Department, and officers assigned to Law Enforcement duties: a full Sam Browne, including keepers, holster, clip holders, bullet holders, flashlight holders, stick holder, (2) sets of handcuffs, (2) handcuff cases and portable radio holder. All equipment in this Section shall be replaced when it has been damaged or excessively worn. Any item that has been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the officer.

#### SECTION IV

##### **Radios**

The County shall provide each sworn officer with a portable radio for use while on-duty. Said radios shall be maintained in good operating

condition; and shall be replaced if not in working condition. The Sheriff shall determine if a deputy or correctional officer does not need a portable radio.

## SECTION V

### **Protective Body Armor**

The County shall provide each Deputy assigned to the Law Enforcement Department and each deputy performing an enforcement duty with protective body armor. The minimum specification for the protective body armor will be a threat level IIIA or higher determined by the Sheriff and the Association. The County shall issue budgeted funding upon request from the Law Enforcement Deputy and approval of the Sheriff, no later than 10 business days. The Deputy will pay for the body armor with a purchase order received from the County. The funding shall be no more than \$750.00 with cost adjustments for market increases. The County shall replace any of the protective body armor that has sustained job-related damage that renders the vest unsafe for continued use; or that does not meet the minimum specifications; and/or that exceeds a usage time recommended by the manufacturer.

## SECTION VI

### **Department Vehicles**

The County shall furnish every Patrol and Warrants deputy with the following equipment: two-way radio; pump shotgun; flashlight; gunshot trauma kit for officer's use only, narcotics field test kits. Each Patrol and Warrants vehicle shall be equipped with a cage, shotgun or rifle rack, first aid kit, flashlight charger, and a fire extinguisher.

The County shall provide the following equipment for each criminal investigation deputy: two-way radio and flashlight. A fire extinguisher and flashlight charger will be provided in every criminal investigation vehicle. This equipment shall be maintained in good working condition, and shall be replaced on an as needed basis. Any item that has been damaged due to abuse, misuse, or neglect shall be replaced at the expense of the officer causing the damage.

The gunshot trauma will include but not limited to scissors, latex gloves, rolled gauze, and pressure bandage. The kit shall be located in the same place in every vehicle as agreed upon by the Sheriff and the Association Safety Committee.

## SECTION VII

### **Penal/Traffic Codes**

The County shall provide the following in either digital or hard copy format: the Detention Center Desk with an updated Penal Code and Traffic Code; each deputy in law enforcement with an updated Penal Code and Traffic Code; and each deputy assigned to duties involving traffic enforcement with an updated Traffic Code.

## SECTION VIII

### **Officer Safety and Security Issues**

A. Bargaining unit Manning. The Sheriff shall have the right at all times to set Manning and staffing levels for all Divisions, shifts and units. The first three (3) vehicles assigned to a shift in the Patrol Division shall be manned by at least one (1) full-time Deputy from the Law Enforcement Department having one of the job titles set forth in Article 19, "Wages"; and any vacancies for these three (3) vehicles shall be filled pursuant to Subsection B of this Section. The Sheriff shall implement a written policy for transportation of an inmate outside the detention center.

B. Vacancies. Each Division, shift or unit, as applicable, shall establish a seniority list of full-time officers assigned to that Division, shift or unit by rank. In the event of a job vacancy due to vacation, sickness, holiday, compensatory time use or other reason, then a full-time officer, if filled, shall fill the vacancy, only.

The method for filling the vacancy shall be that said vacancy shall be offered to the highest officer on the seniority list, and then consecutively offered to the next senior officers until the assignment is accepted. At the next vacancy, the most senior officer after the one who accepted the previous assignment shall first be offered the vacancy, ad infinitum. In the event that no full-time officer accepts the assignment or in the event of an emergency, then the Sheriff shall have the option of either assigning a reserve deputy to fill the vacancy; or appointing the least senior full-time officer on a mandatory basis, and thereafter, the next least senior full-time officer, ad infinitum.

When a vacancy occurs in either the sergeant or lieutenant's position, the overtime vacancy, if filled, shall be filled by offering the vacancy to the most senior, full time officer of the same rank as the person whose vacancy is being filled. Should the officer of the same rank decline or not be available to work the overtime position, the vacancy shall be offered to the most senior officer in the other rank, either lieutenant or sergeant, as the case may be, proceeding down the seniority list in the rank until the overtime position is filled. In the event no Sergeant or Lieutenant fills the

vacancy. A Captain or Major of that Division can fill the overtime. No Deputy will be assigned to supervise other Deputies on any shift. There shall be a rebuttal presumption that any supervisor responsible for filling vacancies pursuant to this subsection made a good faith effort to contact officers on the applicable seniority list.

C. Outside employment. Officers in the bargaining unit shall have preference over reserve deputies at all times with respect to the assignment of outside employment. No officer shall be eligible to work any outside employment until they have completed a Departmental approved FTO program.

Other than assignment to official Sheriff's Office law enforcement activity, reserve deputies shall not be offered any outside employment or unpaid assignment in their status as peace officers by other organizations and/or offered security assignments to events sponsored by a non-profit organization or event, where there are no deputies available to perform such security assignments as certified by the Association President or his designee.

Officers shall not use the Association Leave Pool set forth in Article 6, Section 4, of this Agreement for working such security assignments sponsored by a non-profit organization or event.

## **ARTICLE 14 PROMOTIONS/APPOINTMENTS**

### **PROMOTIONS SECTION I**

A. Promotional Examinations: A competitive promotional examination shall be given by the Sheriff's Office for promotion to the classifications of Sergeant and Lieutenant.

B. Temporary Duties in Higher Classifications: An Officer from the next lower classification may be designated to temporarily fill a position in a higher classification. The temporary performance of the duties of a higher position by an officer who has not been promoted as prescribed by this Agreement may not be construed as a promotion. An officer may not be temporarily assigned to duties in a higher classification for no more than ninety (90) consecutive calendar days annually.

### **SECTION II**

Any officer working in a classification immediately preceding the vacancy shall be eligible for the promotional examination, subject to the following requirements:

A. Deputy Vacancy: Open to anyone who is certified as a peace officer in the Corrections Department of the JCSO. This does not apply to the Sheriff's right to hire a certified peace officer not presently in the bargaining unit. Regardless of job assignment the Deputy paid out of the Law Enforcement Budget will be required to complete the FTO program within one year of the transfer. The Sheriff shall retain the right to waive this requirement if the Deputy has been through a previous Certified FTO program with another Texas Law Enforcement Agency. The Sheriff may still require the Deputy to be placed into a modified FTO Program for policy and procedure training.

B. Corrections Department Sergeant Vacancy: Open to any officer who is certified as a jailer and who has served a minimum of three consecutive (3) years in the Corrections Department of the Jefferson County Sheriff's Office.

C. Law Enforcement Department Sergeant Vacancy: Open to any officer who has served a minimum of three (3) consecutive years in the Law Enforcement Division of the Jefferson County Sheriff's Office.

D. Law Enforcement Department Lieutenant Vacancy: Open to any Sergeant certified as a peace officer who has served a minimum of two (2) consecutive years in the Law Enforcement Department in the Sergeant classification of the Jefferson County Sheriff's Office.

E. Corrections Department Lieutenant Vacancy: Open to any Sergeant who has served a minimum of two (2) consecutive years in the Corrections Department in the Sergeant classification. In the event that there is only one (1) person competing for a promotional vacancy, then the time requirement for that promotional position shall be waived and the Sheriff shall establish, for that promotional examination only, lesser time requirements in six month intervals that will allow at least two (2) officers to be eligible for the examination (e.g.; if only one officer applies for a Sergeant vacancy in the Law Enforcement Department, then the 2-year requirement will be waived, and the Sheriff may readjust the requirement to a lesser time period, so that at least two (2) officers may compete for this particular examination in six month intervals).

F. Departmental lateral Transfers. The Sheriff reserves the right to transfer anyone, to any position at any time that he deems necessary so long as the individual meets the minimum criteria that the job requires and will not suffer a deduction in wages within their own budgeted Department.

## APPOINTMENTS

The Sheriff reserves the unfettered right to appoint, at her discretion, persons to the rank of Captain, Major, Deputy Chief, Assistant Chief, and Administrative Assistant. Bargaining unit members holding the position of Captain and Major shall receive pay and benefits in compliance with the appropriate section of Article 19, Wages. The appointed positions not referenced in Article 19, Wages, shall have wages and benefits set by Commissioners Court.

## SECTION III

### **Posting Notice**

In the event that a vacancy exists for a position in a classification where a competitive examination is required, the Sheriff's Department shall post a notice of the examination on all Association bulletin boards no less than thirty (30) days prior to the examination. The notice shall include the following: name the position and the division in which the opening occurs; state the requirements for the position; state the category of Officer who is eligible to apply for the position (subject to Section 2, above); advise prospective applicants that a written test and oral board exam will determine the awarding of the position; state where to apply for testing procedures and the deadline for applications; state the testing date; advise which materials need to be studied and of the availability of these materials.

### **Study Material.**

The sheriff shall make available the study material required for the promotional examination to each applicant who applies for the examination. The applicant shall be required to return the study material in good condition before being allowed to take the examination.

## SECTION IV

The procedure for all competitive examinations given by the Sheriff's Department under this Article shall be as follows:

A. The written examination shall be administered by Training Division Personnel and consist of multiple choice and/or true/false questions. Each candidate must score 70% or higher on the written test in order to participate in the remainder of the promotional examination procedure. The written examination shall be worth fifty (50) points of the total examination score; i.e.; written, oral. The written examination shall be graded in the presence of the officer taking the examination. The officer

shall be given the right to review the questions and the answers of the test before leaving the testing area to determine if any questions need to be challenged. If needed an officer has two (2) working days to file a written appeal with the Sheriff challenging any question in the written examination. The Sheriff or his designee shall review all written appeals and make a final binding decision within five (5) working days.

B. No oral board member shall know the results of the written examination prior to the totaling.

C. The oral board shall consist of three (3) members, who shall be randomly selected by the drawing of names with an Association Board Member and Sheriff's representative from a pool consisting of all persons of equal rank or higher from the same department from which a vacancy exists. No individual shall serve on the board after having served on the board within the last six months.

D. The oral board examination shall consist of 5 questions, and shall be worth fifty (50) points of the total examination score. Clarifications questions may be asked by any board member.

E. The oral board shall question applicants as to areas pertinent to the open position. All applicants shall be asked the same questions. Responses shall be scored from 1-8 and recorded on a score sheet.

F. The score assigned to each answer shall not be discussed among the members of the board. Each board member shall determine scores individually. All score sheets shall be submitted to the Chair for totaling.

G. After all applicants have been examined; scores will be averaged on each question to determine the final score of the oral board. The oral board score, and written examination score shall be added to determine the applicant's final overall score. Within twenty-four (24) hours after completion of the oral board, the averaged score of each officer shall be posted on the Association-approved bulletin.

H. The top five highest scoring candidates shall have their names submitted to the Sheriff for consideration. A tie for any position among the candidates shall be broken by seniority; the candidate with the highest Departmental seniority shall be given the higher position. The Sheriff may select any one of the five candidates for the promotion.

There shall be no appeal from the Sheriff's decision to promote under this Article. In the case of deputy promotions pursuant to Sec. 2 above only, the Sheriff shall have the right to alternatively promote from the five (5) highest correctional officers; or hire a person from outside the bargaining unit.

Test scores for all promotional examinations shall remain valid for one year from the date that the final scores are established or until all candidates who scored 70 points or more are promoted, whichever occurs first.

I. All final results shall be submitted to the Chair of the Oral Board, and each candidate may look at the results of his or her written and oral board examinations.

J. There shall be a six (6) month probationary period for any officer promoted under this Article from the effective date of the promotion. The Sheriff may demote any such officer during the probationary period, and shall give written reasons for the demotion. Any officer demoted pursuant to this subsection shall have no right to appeal under Article 28, "Disciplinary Actions."

## **SECTION V**

Assignment to the Internal Affairs Division (I.A.D.) is not subject to the provisions of this Article; and shall not be a tested position. An I.A.D. position shall not be considered in any respects a promotional position; but instead, shall be an assignment into or reassignment out of I.A.D. at the discretion of the Sheriff, with no application of Article 18, "Contract Dispute Resolution," or Article 28, "Disciplinary Actions," when such assignments or reassignments are made.

## **ARTICLE 15 SENIORITY**

### **SECTION I**

#### **Definition**

Seniority, for the purposes of this Article, shall be defined as "time in grade" by an officer with the Sheriff's Office. Time in grade is the amount of time the officer has spent at the officer's current position (i.e., Corrections Officer, Deputy, Sergeant, etc.). Time in grade is the measure by which all seniority questions are considered except where the word "overall time of employment" is specifically referred to.

### **SECTION II**

#### **Applicability**

Consistent with the Sections of this Article, seniority shall apply in the selection of days off, vacation days, shifts for non-supervisors and layoff/recall.

### **SECTION III**

#### **Days Off/Vacations**

Seniority shall be the sole factor in the selection of vacations, and based upon "overall time of employment" with the Sheriff's Office. Seniority shall be the sole factor in the selection of days off. Between November 1st and 15th of each year, bids shall be submitted for vacation days for the following 12 months, to take effect on January 1. Between November 1st

and 15th of each year, bids shall be submitted for shift assignments with notice to the officer on or before December 1 for shift assignments to be effective on or before January 1. The Sheriff reserves the right to deny a non-supervisory seniority shift bid if he believes the shift has too many or too few senior officers.

If an officer transfers from one shift, facility, unit, or division to another, (Either voluntary or mandatory and whether the result of an individual reassignment or a major shift change) that/those officer(s) shall bid on the days off that are then open on the new assignment, and may not "bump" any other officer for days off or vacation.

## **SECTION IV**

### **Lay-off/Recall**

Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior officer in a Division; and recall beginning with the most senior officer in a Division.

## **SECTION V**

### **Promotion Sergeant/Lieutenant/Captain/Major time in grade**

In the event that a person(s) is being promoted to the rank of Sergeant, Lieutenant, Captain or Major on the same day, their seniority shall be determined by their overall Sheriff's Department seniority.

Individuals promoted to the rank of Sergeant, Lieutenant, Captain or Major shall maintain divisional seniority.

## **ARTICLE 16**

### **DETENTION CENTER JOB ASSIGNMENTS**

## **SECTION I**

Detention Center job assignments shall be determined by the Sheriff. Members interested in filling the position may express that interest on a form approved by the Sheriff.

## **SECTION II**

If a position, requires an additional license mandated by some other governmental agency, those individuals bidding for that position must possess the required license(s).

### **SECTION III**

Removal from a detention center assignment cannot be appealed pursuant to Article 28, "Disciplinary Actions."

### **SECTION IV**

Each section, unit and division shall have a posted chain of command for his or her particular area.

## **ARTICLE 17**

### **RETIREMENT**

### **SECTION I**

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended.

### **SECTION II**

The members of the bargaining unit shall contribute seven percent (7%) of the gross earnings, by payroll deduction, into the System each month. The County shall provide contributions to the System on the same basis as other county employees, with the actual contribution rate being actuarially determined annually by the plan administrator.

## **ARTICLE 18**

### **CONTRACT DISPUTE RESOLUTION**

### **SECTION I**

#### **Scope**

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving discipline, which are subject to the procedure as set forth in Article 28, and except matters covered in Article 19, shall be resolved by the provisions in this article. A copy of all arbitration awards or grievance settlements shall be sent to the sheriff, county judge and county auditor.

## SECTION II

### Time Limits

The parties shall adhere to the time limits as set forth in this Article. In the event that an officer or the Association fails to meet the time limits at Step 1 or Step 2 of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by an officer, the Association, the Sheriff or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any time restrictions in this Article may be waived by written mutual agreement of the parties.

## SECTION III

### Process

A dispute as defined in Section 1 above shall be handled as follows:

#### Step 1

Each officer who alleges that a dispute exists shall, within fourteen (14) calendar days of the date the officer knew or should have known of the existence of the alleged dispute, submit a copy of the written grievance to the Association Grievance Committee. The Association Grievance Committee shall notify the Sheriff in writing of the grievance in order to establish the timeliness of the grievance. An Association Grievance Committee created for that purpose shall make a determination as to the validity of the grievance. The Association Grievance Committee shall meet and render its decision within fourteen (14) calendar days after receipt of the grievance. In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and officer, if applicable) shall proceed to Step 2. In the event that the Association Grievance Committee decides that no grievance exists, then there shall be no further action under this procedure.

#### Step 2

If the Association Grievance Committee in Step 1 determines that a grievance exists, the Association (and the officer, if applicable) shall submit the grievance in writing within fourteen (14) calendar days of the decision by the Association Grievance Committee to the Sheriff. The Sheriff or his/her designee shall provide a written response within fourteen (14) calendar days after receipt of the grievance. Grievances involving economic issues shall be filed with the County Judge. The County Judge

shall provide a written response within fourteen (14) calendar days after receipt of the grievance. The President of the Association, or his/her designee, may file a class action grievance with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the grievance. The grievance by an individual officer or by the President of the Association shall include: (1) a statement of the grievance and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the officer or Association President, as applicable.

### **Step 3**

If the grievance has not been settled at Step 2, the Association President, the Sheriff or the County Judge may request within thirty (30) calendar days after receipt of the Sheriff's or County Judges' decision, that the grievance be submitted to negotiation. If a request for negotiation is made, the parties shall meet and confer concerning the grievance for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the grievance. If the parties cannot resolve the grievance with thirty (30) calendar days, then they shall certify in writing that no resolution has been made.

### **Step 4**

If the grievance has not been settled at Step 2, or no request is made by any party pursuant to Step 3 to submit the grievance to negotiation, then the Association shall have thirty (30) calendar days from the date that the Sheriff and/or County Judge declined the grievance in Step 2 to give notice of its intention to submit the grievance to final, binding arbitration as hereinafter provided. If the grievance is submitted for resolution at Step 3, then the Association shall have twenty (20) calendar days from the date that the parties certify that they cannot resolve the grievance to give notice of its intention to submit the grievance to final, binding arbitration as hereinafter provided. The parties shall arbitrate consistent with the provisions set forth in Attachment 2, which is incorporated by reference into this Article. Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

## **SECTION IV**

Arbitration Hearing: As soon after selection as is reasonably practicable, the neutral arbitrator shall set a time and place for hearing the parties, in

Beaumont, Texas, and at said hearing both the County and the Association shall be permitted to have representatives present and to present evidence and argument to the neutral arbitrator. Each party shall have the privilege of cross examining witnesses presented by the opposite party. The neutral arbitrator shall render a decision in writing within thirty (30) calendar days after completion of the hearing unless an extension of time is mutually agreed to by the parties. A decision by the neutral arbitrator shall be final and binding upon both parties.

## **SECTION V**

**Authority of Arbitrator:** The sole function of the neutral arbitrator shall be to interpret the provisions of this Agreement and apply them to the specific facts of a grievance which is subject to arbitration. The arbitrator shall have no power or authority to change, amend, modify, supplement, fill in or otherwise alter this Agreement in any respect, to render any decision or provide any remedy with respect to any grievance or alleged contract violation arising after this Agreement; or to substitute his judgment for that of the County in the absence of, violation of this Agreement, of abuse of discretion or discrimination by the County. The express terms of this Agreement shall be the sole source of rights and/or obligations adjudicated or declared by the arbitrator. In no event shall any award be made retroactive beyond the time period referred to in Step 1.

## **ARTICLE 19**

### **WAGES**

#### **SECTION I**

Appointed positions not specifically referenced in this Article, shall have wages, benefits, and hours of work determined by the Commissioners Court.

Officers shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The wage tables on the following pages are effective on October 31, 2017 and shall remain in effect until September 30, 2021. If the county grants an across-the-board wage increase to non-bargaining unit employees that is greater than that granted to the bargaining unit, the members of the bargaining unit shall receive the additional percentage increase above and beyond the contractual agreed wages. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

**A Sergeant or Lieutenant shall be required to have five (5) continuous years of service in rank in the Sheriff's Department to qualify for the step of Sergeant II or Lieutenant II. Such step shall be an automatic adjustment upon the Officer reaching his anniversary date.**

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 31, 2017 Rate of Increase (3.50%)				CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 31, 2017 Rate of Increase (3.50%)			
Sheriff	Hourly	Monthly	Yearly	Jail	Hourly	Monthly	Yearly
Deputy CLE 1 (0-12)	23.9720	4,155.15	49,861.76	Corrections CL2 CO-1 (0-12)	17.5542	3,042.73	36,512.74
Deputy CLE 2 (12-24)	26.6142	4,613.13	55,357.54	Corrections CL2 CO-2 (12-24)	20.0301	3,471.88	41,662.61
Deputy CLE 3 (24-48)	27.7585	4,811.47	57,737.68	Corrections CL2 CO-3 (24-36)	21.4009	3,709.49	44,513.87
Deputy CLE 4 (48-72)	28.9025	5,009.77	60,117.20	Corrections CL2 CO-4 (36-48)	22.446	3,890.64	46,687.68
Deputy CLE 5 (72-96)	29.9162	5,185.48	62,225.70	Corrections CL2 CO-5 (48-60)	24.0224	4,163.88	49,966.59
Deputy CLE 6 (96-120)	30.9488	5,364.46	64,373.50	Corrections CL2 CO-6 (60-84)	24.5108	4,248.54	50,982.46
Deputy CLE 7 (120-180)	31.8793	5,525.75	66,308.94	Corrections CL2 CO-7 (84-120)	25.2475	4,376.23	52,514.80
Deputy CLE 8 (180 +)	32.3536	5,607.96	67,295.49	Corrections CL2 CO-8 (120 +)	25.6245	4,441.58	53,298.96
Sergeant CLE Rate 45	33.8701	5,870.82	70,449.81	Corrections CL2 Sergeant - Rate 45	31.1931	5,406.80	64,881.65
Lieutenant CLE Rate 46	35.5255	6,157.75	73,893.04	Corrections CL2 Lieutenant – Rate 46	32.7179	5,671.10	68,053.23
Captain CLE Rate 47	39.9721	6,928.50	83,141.97	Corrections CL2 Captain – Rate 47	36.8129	6,380.90	76,570.83
Major CLE Rate 48	43.8514	7,600.91	91,210.91	Corrections CL2 Major – Rate 48	40.3857	7,000.19	84,002.26
Sergeant II CLE Rate 65	34.5475	5,988.23	71,858.80	Corrections CL2 Sergeant II - Rate 65	31.817	5,514.95	66,179.36
Lieutenant II CLE Rate 66	36.2361	6,280.92	75,371.09	Corrections CL2 Lieutenant II – Rate 66	33.3722	5,784.52	69,414.18

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2018 Rate of Increase (3.00%)				CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2018 Rate of Increase (3.00%)			
Sheriff	Hourly	Monthly	Yearly	Jail	Hourly	Monthly	Yearly
Deputy CLE 1 (0-12)	24.6912	4,279.81	51,357.70	Corrections CL2 CO-1 (0-12)	18.0808	3,134.01	37,608.06
Deputy CLE 2 (12-24)	27.4126	4,751.52	57,018.21	Corrections CL2 CO-2 (12-24)	20.631	3,576.04	42,912.48
Deputy CLE 3 (24-48)	28.5913	4,955.83	59,469.90	Corrections CL2 CO-3 (24-36)	22.0429	3,820.77	45,849.23
Deputy CLE 4 (48-72)	29.7696	5,160.06	61,920.77	Corrections CL2 CO-4 (36-48)	23.1194	4,007.36	48,088.35
Deputy CLE 5 (72-96)	30.8137	5,341.04	64,092.50	Corrections CL2 CO-5 (48-60)	24.7431	4,288.80	51,465.65
Deputy CLE 6 (96-120)	31.8773	5,525.40	66,304.78	Corrections CL2 CO-6 (60-84)	25.2461	4,375.99	52,511.89
Deputy CLE 7 (120-180)	32.8357	5,691.52	68,298.26	Corrections CL2 CO-7 (84-120)	26.0049	4,507.52	54,090.19
Deputy CLE 8 (180 +)	33.3242	5,776.20	69,314.34	Corrections CL2 CO-8 (120 +)	26.3932	4,574.82	54,897.86
Sergeant CLE Rate 45	34.8862	6,046.94	72,563.30	Corrections CL2 Sergeant - Rate 45	32.1289	5,569.01	66,828.11
Lieutenant CLE Rate 46	36.5913	6,342.49	76,109.90	Corrections CL2 Lieutenant – Rate 46	33.6994	5,841.23	70,094.75
Captain CLE Rate 47	41.1713	7,136.36	85,636.30	Corrections CL2 Captain – Rate 47	37.9173	6,572.33	78,867.98
Major CLE Rate 48	45.1669	7,828.93	93,947.15	Corrections CL2 Major – Rate 48	41.5972	7,210.18	86,522.18
Sergeant II CLE Rate 65	35.5839	6,167.88	74,014.51	Corrections CL2 Sergeant II - Rate 65	32.7715	5,680.39	68,164.72
Lieutenant II CLE Rate 66	37.3232	6,469.36	77,632.26	Corrections CL2 Lieutenant II – Rate 66	34.3734	5,958.06	71,496.67

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2019 Rate of Increase (3.50%)				CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2019 Rate of Increase (3.50%)			
Sheriff	Hourly	Monthly	Yearly	Jail	Hourly	Monthly	Yearly
Deputy CLE 1 (0-12)	25.5554	4,429.60	53,155.23	Corrections CL2 CO-1 (0-12)	18.7136	3,243.69	38,924.29
Deputy CLE 2 (12-24)	28.3720	4,917.81	59,013.76	Corrections CL2 CO-2 (12-24)	21.3531	3,701.20	44,414.45
Deputy CLE 3 (24-48)	29.5920	5,129.28	61,551.36	Corrections CL2 CO-3 (24-36)	22.8144	3,954.50	47,453.95
Deputy CLE 4 (48-72)	30.8115	5,340.66	64,087.92	Corrections CL2 CO-4 (36-48)	23.9286	4,147.62	49,771.49
Deputy CLE 5 (72-96)	31.8922	5,527.98	66,335.78	Corrections CL2 CO-5 (48-60)	25.6091	4,438.91	53,266.93
Deputy CLE 6 (96-120)	32.9930	5,718.79	68,625.44	Corrections CL2 CO-6 (60-84)	26.1297	4,529.15	54,349.78
Deputy CLE 7 (120-180)	33.9849	5,890.72	70,688.59	Corrections CL2 CO-7 (84-120)	26.9151	4,665.28	55,983.41
Deputy CLE 8 (180 +)	34.4905	5,978.35	71,740.24	Corrections CL2 CO-8 (120 +)	27.317	4,734.95	56,819.36
Sergeant CLE Rate 45	36.1072	6,258.58	75,102.98	Corrections CL2 Sergeant - Rate 45	33.2534	5,763.92	69,167.07
Lieutenant CLE Rate 46	37.8720	6,564.48	78,773.76	Corrections CL2 Lieutenant – Rate 46	34.8789	6,045.68	72,548.11
Captain CLE Rate 47	42.6123	7,386.13	88,633.58	Corrections CL2 Captain – Rate 47	39.2444	6,802.36	81,628.35
Major CLE Rate 48	46.7477	8,102.94	97,235.22	Corrections CL2 Major – Rate 48	43.0531	7,462.54	89,550.45
Sergeant II CLE Rate 65	36.8293	6,383.75	76,604.94	Corrections CL2 Sergeant II - Rate 65	33.9185	5,879.21	70,550.48
Lieutenant II CLE Rate 66	38.6295	6,695.78	80,349.36	Corrections CL2 Lieutenant II – Rate 66	35.5765	6,166.59	73,999.12

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2020 Rate of Increase (3.00%)				CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2020 Rate of Increase (3.00%)			
Sheriff	Hourly	Monthly	Yearly	Jail	Hourly	Monthly	Yearly
Deputy CLE 1 (0-12)	26.3221	4,562.50	54,749.97	Corrections CL2 CO-1 (0-12)	19.275	3,341.00	40,092.00
Deputy CLE 2 (12-24)	29.2232	5,065.36	60,784.26	Corrections CL2 CO-2 (12-24)	21.9937	3,812.24	45,746.90
Deputy CLE 3 (24-48)	30.4798	5,283.17	63,397.98	Corrections CL2 CO-3 (24-36)	23.4988	4,073.13	48,877.50
Deputy CLE 4 (48-72)	31.7358	5,500.87	66,010.46	Corrections CL2 CO-4 (36-48)	24.6465	4,272.06	51,264.72
Deputy CLE 5 (72-96)	32.8490	5,693.83	68,325.92	Corrections CL2 CO-5 (48-60)	26.3774	4,572.08	54,864.99
Deputy CLE 6 (96-120)	33.9828	5,890.35	70,684.22	Corrections CL2 CO-6 (60-84)	26.9136	4,665.02	55,980.29
Deputy CLE 7 (120-180)	35.0044	6,067.43	72,809.15	Corrections CL2 CO-7 (84-120)	27.7226	4,805.25	57,663.01
Deputy CLE 8 (180 +)	35.5252	6,157.70	73,892.42	Corrections CL2 CO-8 (120 +)	28.1365	4,876.99	58,523.92
Sergeant CLE Rate 45	37.1904	6,446.34	77,356.03	Corrections CL2 Sergeant - Rate 45	34.251	5,936.84	71,242.08
Lieutenant CLE Rate 46	39.0082	6,761.42	81,137.06	Corrections CL2 Lieutenant – Rate 46	35.9253	6,227.05	74,724.62
Captain CLE Rate 47	43.8907	7,607.72	91,292.66	Corrections CL2 Captain – Rate 47	40.4217	7,006.43	84,077.14
Major CLE Rate 48	48.1501	8,346.02	100,152.21	Corrections CL2 Major – Rate 48	44.3447	7,686.42	92,236.98
Sergeant II CLE Rate 65	37.9342	6,575.26	78,903.14	Corrections CL2 Sergeant II - Rate 65	34.9361	6,055.59	72,667.09
Lieutenant II CLE Rate 66	39.7884	6,896.66	82,759.87	Corrections CL2 Lieutenant II – Rate 66	36.6438	6,351.59	76,219.10

For the purposes of this Article, the average across the board wage increase given to non-bargaining unit county employees shall be calculated by averaging the percentage wage increase in that fiscal year of each non-bargaining unit county employee and determining the average wage increase of all non-bargaining unit county employees. The county may use cost of living adjustments, market surveys, reclassifications, or merit pay to determine the percentage increase of each non-bargaining county employee. The calculation of an across-the-board increase to non-bargaining unit county employees shall exclude the percentage of a wage increase of an employee based upon a promotion. The Deputy LE and Corrections Officer positions in the Law Enforcement and Corrections Center Divisions are pay grades only.

Movement between all pay grades is based upon time in grade and pay grades are not subject to Article 14, "Promotions".

Any Corrections Officer may be assigned to the position of Maintenance Officer. Maintenance Officers shall be paid at the salary set by the County for the position or at their appropriate pay step as a Corrections Officer, which is greater.

## **SECTION II**

### **Certificate/Education Pay**

Officers will be provided \$75.00 monthly, in addition to the base rate, whenever the officer attains either an Intermediate Certification through TCLEOSE, or an Associate Degree in Criminal Justice.

An Officer who attains an Advanced Certification through TCLEOSE, or a Baccalaureate Degree in Criminal Justice, or other four (4) year degree from an accredited college or university that is adjudged by the Sheriff to closely relate to Law Enforcement work, shall be provided \$100.00 per month in addition to the base rate, and in addition to the \$75.00 that is being provided for the Intermediate Certification or Associate Degree.

An officer who attains a Masters Certification through TCLEOSE or a Master's Degree adjudged by the Sheriff to closely relate to Law Enforcement work shall be provided \$125.00 per month in addition to the base rate, and in addition to the payment that is being provided for Advanced Certification and the payment that is being provided for the Intermediate Certification.

No officer in the Department compensated pursuant to Section A of this Article shall receive more than a total of \$300.00 monthly for the Certification/Education pay.

## **SECTION III**

### **Transfer Officer/ Work Release Pay/Court Officers**

Any officer assigned to perform duties as a Transfer Officer or Work Release Officer shall be filled by correctional officers from within the Correctional Division. Correctional Officers currently assigned as a transfer Officer or Work Release Officer shall be grandfathered for wages only and shall show no reduction in salary so long as he or she is performing such duties. Any assignment as a Transfer Officer or Work release Officer after the ratification of this agreement shall be paid in accordance with applicable Correctional Officer pay scale. For the purposes of this Section,

the term "Transfer Officer" shall mean an officer whose primary duty is the transfer of prisoners to and from Jefferson County detention center and other detention centers either within or outside Texas.

Correctional Officers currently assigned as Court Officers shall be required to successfully complete the Department's FTO program in order to maintain the position of Court Officer. Upon ratification of this agreement, current Court Officers shall begin to accumulate seniority in the Law Enforcement Division. All future Court Officer positions shall be filled by Deputies from the Law Enforcement Division.

#### **SECTION IV**

##### **Longevity Pay**

In addition to the base wage rates, officers shall be compensated longevity pay at the rate of (\$6.26) per month per year of service, to a maximum of twenty-five (25) years of service (\$156.50 Monthly Maximum) by the County.

#### **SECTION V**

##### **Increased Pay for Prior Experience**

Any officer with five (5) or more years of experience who hires into the Sheriff's Office from another agency may at the Sheriff's discretion begin pay at up to the step four level, as set out in Article 19, Section 1, above. For the purpose of this section, experience shall be defined as full-time paid employment as a corrections officer or peace officer certified by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).

The Association Shall indemnify the County and the Sheriff and hold them harmless against any and all claims, demands suits or other forms of liability that may arise out of, or by reason of, any action taken by the County and/or the Sheriff for the purpose of complying with the provisions of this section.

## **SECTION VI**

### **Divisional Transfers**

An Officer who transfers from one division to another, shall, for the purposes of time in step, begin at the lowest pay step. However, in no event shall any transferring officer suffer a reduction in pay, except for disciplinary actions, failure to complete the FTO program or voluntary reassignment. Any other transferring officers shall maintain their current pay rate until they have accrued enough time in their new division that would entitle them to an increase in pay. At such time, the transferring officer's step shall henceforth conform to the normal pay step procedures spelled out in Article 19, Section 1, above. Provided, however, that any supervisor (sergeant, lieutenant, captain or major) who voluntarily transfers and is required by the transfer to give up his rank, shall enter the new division at the highest non-supervisory pay the transferor earned before he or she became a supervisor.

## **SECTION VII**

### **Specialty Pay**

In addition to base wage rates, Deputies assigned to the SWAT team shall receive an additional \$50.00 a month.

Deputies and Correction Officers assigned as a Field Training Officer shall receive an additional \$50.00 a month, only while actively training.

Deputies and Corrections Officers designated by the Sheriff as translators shall receive an additional \$50.00 a month. The Sheriff shall set the criteria for recognition for bilingual/translator designation.

## ARTICLE 20

### HOURS OF WORK AND OVERTIME COMPENSATION

#### SECTION I

##### **Work Day/Work Week**

Officers assigned to 8 or 10 hour shifts shall work forty (40) hours per week. The work period for those officers shall consist of eighty (80) hours per fourteen (14) day work cycle. Bargaining unit members assigned to 12 or 24 hour shifts, shall have a 14 day, 80 hour work cycle. The work day for all officers shall include any shift briefings and training required by the Department.

#### SECTION II

##### **Meal Period**

All officers shall have no more than a thirty (30) minute meal period and no less than a twenty (20) minute meal period on any shift. Officers shall not be paid for the meal period unless called to duty during the meal period. An officer shall be completely relieved from duty during the meal period and may not be called to duty during the meal period except in an emergency. In the event that an officer is called to duty during the meal period then the meal period shall be rescheduled during the same shift or the meal period shall be subject to compensation as time worked at the option of the affected officer.

#### SECTION III

##### **Overtime**

A. All work performed by Officers working a 8 or 10 hour shift, holding the rank of Major and below, in excess of his/her regularly scheduled 40 hour work week shall be deemed overtime; and shall be compensated on the basis of time-and one half the officer's regular rate of pay. When overtime occurs as a result of a shift assignment change, an officer may elect to be paid at the straight time rate for the time worked, or an equal amount of compensatory time. Excused absences with pay (specifically vacation, holiday, compensatory time and funeral leave) shall be deemed as time worked for the purpose of computing hours worked.

B. All work performed by Officers assigned to 12 or 24 hour shifts shall be calculated in accordance with 29USC section 207K , in that no overtime compensation is required until the number of hours worked exceeds 86 hours in a 14 day work period. All hours in excess of 80 hours worked in a work period shall be deemed overtime and administered with all other consideration as dictated under Article 20, Section III, Subsection A.

## SECTION IV

### **Court time**

Officers attending court shall be treated as on-duty for time attend in court as a witness in a duty-related matter and the provisions of Section V shall apply. This provision applies to the following courts and hearings:

- A. Federal Court
- B. Grand Juries
- C. State District Court
- D. Justice Of The Peace Court
- E. County Courts at Law
- F. Municipal Courts
- G. Juvenile Court Proceedings of any kind
- H. Texas Alcoholic Beverage Commission Hearings
- I. Parole Revocation Hearings
- J. Any hearing conducted by an administrative law judge

## SECTION V

### **Call Back**

Any officer called back to duty from off-duty or on a regularly scheduled day off shall be compensated at a minimum of two (2) hours pay at the rate of time-and-one-half the officer's regular rate of pay.

## SECTION VI

### **Standby**

In the event that an officer is ordered to standby by a supervisor authorized to order such standby at least forty-eight (48) hours prior to the commencement of duty, the officer shall receive one hour of pay at the straight time rate per eight hours of standby, or any fraction thereof. In the event that the officer is ordered to standby less than forty-eight (48) hours prior to the commencement of duty, the officer shall receive two (2) hours of pay the straight time rate per eight hours of standby, or any fraction thereof.

## SECTION VII

### **Schedule Changes**

Days off, schedules, shifts, tours of duty or assignments shall not be changed solely for the purpose of avoiding the payment of overtime to individual officers.

## SECTION VIII

### **Election**

An officer may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time. An officer may not

accrue more than 480 hours of compensatory time. The County may elect to pay all or part of any accumulated compensatory time that exceeds 240 hours. However, by mutual agreement with the officer, the County may elect to pay all or part of any accumulated compensatory time.

## **SECTION IX**

### **STEP Program**

Overtime assignments to the STEP program shall be made consistent with current practices in effect in the Sheriff's Office as of the effective date of this Agreement.

## **SECTION X**

### **Training time**

Any training time required by the Sheriff's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article. The Sheriff's Office may adjust days off, schedules, tours of duty or assignments for the purpose of reducing overtime payments under this subsection.

## **SECTION XI**

### **Emergency Closure**

Bargaining unit members will be compensated during emergency closures in accordance with County policy in effect on October 31, 2017.

## **ARTICLE 21**

## **VACATIONS**

## **SECTION I**

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, an officer shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

## **MONTH OF EMPLOYMENT DAYS/HOURS OF VACATION**

January 10 days/80 hours  
February 9 days/72 hours  
March 8 days/64 hours  
April 7.5 days/60 hours  
May 7 days/56 hours  
June 6 days/48 hours  
July 5 days/40 hours  
August 4 days/32 hours  
September 3 days/24 hours  
October 2.5 days/20 hours  
November 2 days/16 hours  
December 1 day/8 hours

## **SECTION II**

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the employee was first employed. Vacation days shall be credited as of January 1 of each calendar year.

## **COMPLETED YEARS OF SERVICE DAYS/HOURS OF VACATION**

1 through 4	10 days/80 hours
5 through 9	15 days/120 hours
10 through 14	20 days/160 hours
15 through 25	25 days/200 hours

## **SECTION III**

Members of the bargaining unit who separate from the County's employment prior to completing twelve (12) consecutive months of service shall not be entitled to payment for accrued vacation. Members of the bargaining unit who separate after having completed at least twelve (12) consecutive months of service with the County shall be paid upon separation for any accrued, unused vacation to which they are entitled.

## **SECTION IV**

Members of the bargaining unit who have at least fifteen (15) consecutive years of service may receive pay-in-lieu of no more than eighty (80) hours vacation annually, subject to funds being available in the budget for this benefit. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all officers making the request for the benefit.

## **SECTION V**

In documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has commenced his/her vacation may submit a request to the Sheriff for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld

## **SECTION VI**

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following year. Reasonable accommodation must be given to officers so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination. Employees will not receive payment for vacation carried forward.

## **ARTICLE 22**

### **HOLIDAYS**

## **SECTION I**

The following twelve (12) holidays shall be provided by the County:

New Year's Day, M.L. King Day,  
Presidents Day, Good Friday  
Memorial Day, July 4<sup>th</sup>, Labor Day  
Veteran's Day, Thanksgiving and Day after Thanksgiving  
Christmas Eve\*, Christmas Day

\*Depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

## **SECTION II**

If a holiday falls on an Officer's regular day off, the County shall pay the Officer eight (8) hours at straight time, in addition to the Officer's regular pay. If an Officer works on a holiday, the Officer shall be paid at the rate of time and one half, in addition to the Officer's regular pay for actual hours worked. The Officers shall have the option of choosing compensatory time in lieu of pay.

For Officers assigned to the Marine Unit, if a holiday falls on an Officer's regular day off, the County shall pay the Officer eight (8) hours at straight time, in addition to the Officer's regular pay. If an Officer works on a holiday, the Officer shall be paid at the rate of time and one half, in addition to the Officer's regular pay for 8 hours, and all other hours in said shift shall be paid at regular pay rate. The Officers shall have the option of choosing compensatory time in lieu of pay.

## **SECTION III**

In order to receive pay for a holiday, a bargaining unit member must work (if scheduled) the working day before and the working day after the holiday. In the event of illness on either the day before or after the holiday, the bargaining unit member must provide a doctor's excuse for the day(s) absent in order to receive pay for the holiday.

## **ARTICLE 23**

### **SICK LEAVE**

Members of the bargaining unit shall be allowed sick leave with full pay in accordance with the following provisions:

#### **SECTION I**

Four (4) hours of sick leave shall be accumulated per pay period. The maximum hour's that may be accumulated is 1440. Sick leave pay shall be at the regular rate of pay.

#### **SECTION II**

Sick leave accrual starts with the date of employment, but sick leave may not be used until the member of the bargaining unit completes 90 days service with the County. Sick leave does not accrue while using sick leave, and only that sick leave that has been accrued prior to the time of illness may be used.

#### **SECTION III**

Sick leave may be used for absence from duty because of personal illness, pregnancy, legal quarantine, illness in the immediate family, or for any reason covered under the Family and Medical Leave Act. Immediate family for the purpose of this subsection shall include spouse, parent, guardian or dependent child.

#### **SECTION IV**

The Sheriff may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leaves shall be provided to the Auditor's office by the Sheriff. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, an officer must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

#### **SECTION V**

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

## **SECTION VI**

Members of the bargaining unit employed prior to **October 1, 2012**, with at least eight (8) years of continuous service who terminate employment shall receive payment for one-half of their unused, accrued sick leave up to a maximum of 720 hours.

Members of the bargaining unit employed after **October 1, 2012**, with at least eight (8) years of continuous service who terminate employment shall receive payment for 10 % of their unused, accrued sick leave.

However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

## **SECTION VII**

### **Funeral Leave**

In the event that an officer suffers a death in the family, the officer may take up to three (3) days off with pay. The word "family" shall include spouse, child, grandchild, parent, guardian, brother, sister, grandfather or grandmother of the officer, or of the officer's spouse.

## **SECTION VIII**

Officers who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time in addition to the amount of vacation time that the Officer is entitled to under Article 21 of this Agreement.

## **SECTION IX**

### **Personal Leave**

Subject to the approval of the Supervisor, officers may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These 16 hours are to be used for non-medical appointments, such as, parent-teacher conferences, personal business that employees are unable to conduct during or because of normal working hours. Employees must schedule personal time off at least 24 hours in advance. Personal leave does not accrue from year to year and unused personal leave will not be paid upon separation from the County. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully

completes 90 days of employment. Each officer shall be credited with 16 hours of Personal Leave each January 1 or upon employment.

## **ARTICLE 24 INJURY LEAVE**

### **SECTION I**

An officer who is injured on the job shall receive temporary income benefits as prescribed by the Texas Worker's Compensation Act.

### **SECTION II**

Injury leave shall accrue at the same rate as sick leave. Injury leave may not be charged against sick leave or vacation, but may be charged to FMLA leave if applicable. Employees off on injury leave will not receive holiday pay.

### **SECTION III**

The Commissioner's Court will review each Worker's Compensation case at the time the County supplement ends, and may extend supplemental benefits if desired.

## **ARTICLE 25 LEAVE OF ABSENCE**

### **SECTION I**

After an officer's sick leave and all other available accrued leave have been exhausted and the officer has been absent for 80 hours without pay, the Sheriff shall recommend to the Commissioner's Court for approval to:

- A. Dismiss the officer; or
- B. Place the officer upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

### **SECTION II**

A leave of absence without pay may be granted at the discretion of the Sheriff, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

### **SECTION III**

No vacation, sick leave or credit for retirement service shall accrue while an officer is on leave of absence without pay, for any reason.

### **SECTION IV**

An officer shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

### **ARTICLE 26**

#### **MILITARY LEAVE**

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to one hundred twenty hours per year. The employee should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, an employee must provide at least thirty (30) days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required.
2. A Department Head/Elected Official must reschedule an affected employee's work schedule, if at all possible, to avoid conflicts between work and Reserve or National Guard duty to ensure that the employee works a full week.
3. Employees having a minimum of one year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:
  - A. Compensation if the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County. To receive supplemental pay from the County, the employee must furnish a certified statement of the military pay and allowances for the time off. The employee must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor.

If the employee fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

B. Benefits During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for employees on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement. Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Department), and shift assignments. During the period of military leave, employees shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance Programs, with the employer contribution paid by the County and the employee contribution paid by the employee. The County Health and Life Insurance Programs contain exclusions for acts of war. Employees who are called to:

- 1) Active military duty during a conflict;
- 2) State active military service;
- 3) Service supporting the Department of Emergency Management operations;
- 4) Service supporting the Department of Homeland Security or
- 5) Any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the employee discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document. The employee must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

Upon their return, such employee will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

## **ARTICLE 27**

### **JURY DUTY**

Officers shall be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Officers shall return to work during the time not retained by the court. Court duty that is a result of an action taken by the employee which is unrelated to their employment with the County or that will personally affect him/her shall not be entitled to regular pay. In these instances, the employee will be required to use vacation, personal leave, or leave without pay.

## **ARTICLE 28**

### **DISCIPLINARY ACTIONS**

#### **SECTION I**

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Sheriff. For purposes of this Article, all disciplinary actions taken by the Sheriff are final except insofar as exempted hereinafter. For purposes of appeal of a disciplinary action, only the affected member of the bargaining unit may appeal a disciplinary action taken by the Sheriff. For purposes of this Article, only disciplinary action resulting in termination of a member of the bargaining unit may be appealed to the Citizens Advisory Panel set forth in Section 5. Other disciplinary actions imposed by the Sheriff (suspensions, demotions, written reprimands, oral reprimands) are subject to Sections 2, 3 and 4 herein; and any disciplinary actions imposed by the Sheriff are final and non-appealable.

#### **SECTION II**

Upon notification of a complaint filed by any person, such complaint shall be referred to the Internal Affairs Division (hereinafter referred to as "I.A.D.") for investigation. The I.A.D. shall thoroughly investigate all complaints submitted to it and shall do so within a reasonable period of time consistent with the nature of the complaint being investigated. However, disciplinary action shall be taken on or before 180 calendar days from occurrence for misconduct, involving non-criminal related acts. Disciplinary action shall be taken on or before 180 calendar days from discovery for misconduct involving criminal related acts. Nothing herein requires that an officer be charged with a criminal offense for the misconduct to be involving criminal related acts. Investigations shall be conducted pursuant to the procedure set forth in Attachment 4 and incorporated by reference herein.

### SECTION III

Upon the completion of the hearing before the D.R.B., such Board shall by majority vote render its recommendation as to the merit of the accusation, which it believes should be imposed. The Board may find the case is Sustained (the complaint was supported), Not sustained (insufficient evidence to either prove or disprove the complaint), Unfounded (the complaint was false or didn't occur) or Exonerated (the act occurred but was legal, justified and proper under the circumstances). If the Board finds that a case is sustained, it shall then recommend the discipline, which it believes, should be imposed, including termination.

Upon completion of its investigation, I.A.D. may, without recommendation, forward the results thereof to the Disciplinary Review Board (hereinafter referred to as the "D.R.B."). The Law Enforcement D.R.B will hear disciplinary cases of Law Enforcement Division bargaining members. The Corrections D.R.B will hear disciplinary cases of the Corrections Division bargaining members. Each D.R.B shall be composed of six (6) persons selected as follows:

A. Two members of the D.R.B. shall be assigned from the bargaining unit and from the Division in which the affected employee is assigned. These two members must have completed probation at least 2 years before appointment and will be selected randomly.

B. Two members shall be citizens of Jefferson County, Texas, one of which shall be selected by the Association and the other by the Sheriff. Both citizens shall be vetted and approved by the Association and the Sheriff, however, if one party rejects the other's first selection, the party whose selection was rejected may submit 3 names to the other party, who must agree to one of the three.

C. Two members shall be appointed by the Sheriff from the bargaining unit holding the rank of at least Sergeant and no higher than major.

Six alternate D.R.B. members shall also be selected in the same manner as above and shall serve in the absence of any serving board member. The Sheriff shall appoint the Chairman of the D.R.B for a term of one (1) year and serve on both the Law Enforcement and Corrections Boards. The D.R.B. shall serve in cases involving deputies, correctional officers and supervisors.

Members chosen to serve on the D.R.B shall serve a term of one (1) year. The chairman shall be appointed at the beginning of each year and serve concurrent term with the other members of each board. A person

who has served on the D.R.B may not serve another term for a period of two (2) years. Any person, who has had a disciplinary case that's proven to be sustained, cannot serve on the D.R.B for a period of twelve (12) months from the date the case was found to have been sustained.

Any person, who has had a disciplinary case proven to have merit, cannot serve on the D.R.B. for a period of 12 months from the date the case was found to have merit. Upon referral of a complaint from I.A.D., the D.R.B. shall hear the matter within ten (10) days of receipt of the complaint from I.A.D. At the hearing before the D.R.B., the affected member may consult with a representative (who may not be present at the hearing) and present testimony; the complainants may present testimony; and I.A.D. may present the evidence obtained during its investigation. The hearing shall be tape-recorded and a copy shall be made available upon request to the affected member. Deliberations of the D.R.B. shall not be recorded. Within seven (7) days of completion of the hearing before the D.R.B., such Board shall by majority vote render its recommendation as to the discipline, which it believes should be imposed. The D.R.B. may find the complaint is without merit; that the complaint has merit and recommend the disciplinary action to be taken; or that the complaint has merit and recommend termination.

#### **SECTION IV**

Upon determination of its recommendation on disciplinary action to be, the D.R.B. shall notify the Sheriff in writing of its decision. Within ten (10) work days of receipt of the written recommendation by the D.R.B., the Sheriff shall determine the disciplinary action to be taken against the affected member. The Sheriff may accept or reject either in whole or in part the recommendation of the D.R.B. If the D.R.B. recommends termination, the affected employee shall be placed on suspension with pay and relieved of duty until the Sheriff renders a decision.

#### **SECTION V**

In the event that the D.R.B. recommends termination of the disciplined officer, or the Sheriff terminates an officer by rejecting a lesser recommendation by the D.R.B. pursuant to Section 4 herein, the matter shall then be referred to a Citizens Advisory Panel (hereinafter referred to as "the Panel") unless the affected members signs a waiver. If the Sheriff's decision is to terminate the employee, he/she shall be placed on leave without pay until the Panel convenes and renders an opinion for the Sheriff to consider. The employee will remain on leave without pay until the Sheriff makes a final decision, at which time the employee shall either

be terminated or reinstated. The Panel shall be comprised of three (3) residents of Jefferson County, Texas, unless otherwise agreed; and three alternates who shall also be residents of Jefferson County, Texas, unless otherwise agreed. The Panel members and alternates are named in Attachment 5, attached hereto and incorporated by reference into this Agreement. The Panel members and alternates shall serve a term that runs concurrent with the effective and termination dates of this Agreement. Within two (2) weeks of receipt of the recommendation for termination of the D.R.B. or the Sheriff's rejection of a D.R.B. recommendation for less than termination, the Panel shall hear the facts and circumstances surrounding the matter involving the disciplined employee. The time limit for any such hearing by the Panel shall not exceed eight (8) hours, except that by a majority vote of the Panel, the hearing time may be extended. The disciplined employee may have a representative to speak on his/her behalf. The Panel may hear testimony from the disciplined employee, the Association or the Sheriff or his designated representative. The Panel may rely in whole or in part on the testimony presented to the D.R.B. The disciplined employee and any complaining witness(s) may be examined and cross-examined. By a majority vote, the Panel may admit other relevant oral or documentary evidence. The Rules of Civil Procedure and Civil Evidence shall not apply. The proceeding shall not be recorded. Any matter admitted to this hearing may not be used for any subsequent purposes. The parties agree that members of the Panel will not in any subsequent proceeding be called as witnesses to testify regarding matter presented to the Panel. After its hearing, the Panel shall convene in private and by majority vote determine if it recommends that the termination be reconsidered and lesser discipline imposed; or if the termination should stand. The recommendation of the Panel shall be forwarded to the Sheriff for a decision based upon that recommendation. Within ten (10) days of receipt of the written recommendation of the Panel, the Sheriff shall determine if the officer should be terminated, or whether a lesser disciplinary action should be taken. The decision of the Sheriff shall be based upon whether or not just cause exists for the termination. For the purposes of this Section, the term "just cause" means that the discharge action of the Sheriff's Department was reasonable in light of all circumstances; or was done for good and sufficient reasons.

## **SECTION VI**

Any affected member of the bargaining unit may elect to have the Sheriff, determine the merit of a complaint. The Sheriff may, in his discretion, elect to determine the discipline to be imposed. In the event an election is made by the Sheriff to not determine the merit, then the

Officer may appeal pursuant to Section 3, 4, and 5 of this Article. In the event that such election is made by the Sheriff to determine the merit, the D.R.B. will not be convened to hear the complaint; but rather, the Sheriff may hear such evidence, as he deems appropriate. If the affected member notifies the Sheriff that he would like a personal conference, the Sheriff shall personally meet and discuss the incident with the affected officer before any disciplinary action is taken. The Sheriff, if he finds the complaint is sustained, will then determine the discipline to be imposed. The determination by the Sheriff shall be final.

## **SECTION VII**

The Sheriff shall establish procedures and forms to be used by I.A.D., and the D.R.B. in their investigation of complaints and recommendations as to disciplinary matters.

## **ARTICLE 29**

### **INSURANCE**

#### **SECTION I**

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

#### **SECTION II**

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premiums for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half match, the dependent matching ratio for bargaining unit employees shall automatically be set at the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

## **ARTICLE 30** **MISCELLANEOUS PROVISIONS**

### **SECTION I**

The County shall reimburse any officer for personal items stolen or damaged as a result of a work-related incident up to a maximum amount of \$700.00 per occurrence; provided that the officer files a written report of the incident within 24 hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the officer's work; and provided further that the officer provides documentation acceptable to the County of the value of the item or cost of repair, if repairable, within 30 days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality. Excluded from this provision are any items that are prohibited by the Sheriff for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Officer that does not aid in the furtherance of the job duties.

### **SECTION II**

Officers may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3. Said review of personnel files shall take place during the regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

### **SECTION III**

Officers shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any officer to perform non-bargaining unit work. In the event of exigent circumstances, such as a natural disaster, the Sheriff may require officers to perform work other than that normally and customarily related to the performance of duties.

### **SECTION IV**

The Correctional Department shall be staffed by correctional officers as required and/or approved by the Texas Commission on Jail Standards.

### **SECTION V**

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are:

(1) Not in uniform;

(2) Not displaying any badge, insignia or equipment of the Department; or

(3) Not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Department; or (3) not on duty.

## **SECTION VI**

If at any time during the term of this Agreement, and any extension thereof, the electorate of Jefferson County, Texas subjects the government of the County to a rollback election; and as result of such rollback election, the government of the County suffers a reduction in revenues due to a reduction in the tax rate, then the Association agrees to reopen the salary provisions of this Agreement set forth in Article 19 for the purpose of renegotiating such salaries.

## **SECTION VII**

The Sheriff and/or County shall provide to every officer a copy, either digital or hard copy of all county personnel policies, Department operations manual and rules and regulations. An electronic copy of this Agreement will be available to the Association for distribution.

## **SECTION VIII**

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

## **ARTICLE 31**

### **CLOSING STATEMENTS**

#### **SECTION I**

##### **Savings Clause**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

#### **SECTION II**

##### **Full and Final Scope of the Agreement**

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 12), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards clause (Article 12), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

## SECTION III

## Approval

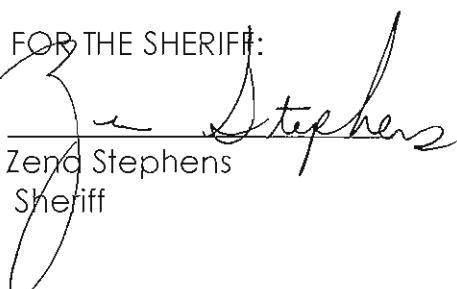
This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the 30th day of October 2017, and has been approved by the Sheriff by his signature being affixed hereto, and has been ratified by the Jefferson County Association of Deputy Sheriffs and Correction Officers on the 24<sup>th</sup> day of October, 2017.

FOR THE COMMISSIONER'S COURT:



Jeff Branick  
County Judge

FOR THE SHERIFF:



Zend Stephens  
Sheriff

FOR THE ASSOCIATION:



William "Ike" Eichelberger  
President

**ATTACHMENT 1**  
**Binding Arbitration**

A. If a grievance is submitted to final, binding arbitration by the parties, the Sheriff and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and the remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be final and binding upon the County, the Sheriff and the Association.

D. The Sheriff and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Sheriff and/or County and the Association shall share equally the fees and expenses of the arbitrator.

## **ATTACHMENT 2** **Internal Affairs Procedures**

### **Section 1.**

#### **Conduct of Interview**

An interview of an officer under investigation shall take place at the Sheriff's Office. The officer may bring his supervisor with him to the interview. The officer shall be informed of the rank, name and command of the investigator and the identity of all persons present during the interrogation. The officer shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the officer of the allegations shall be provided. The interview shall be completed with reasonable dispatch and may include allowing the officer to give a voluntary verbal synopsis of events when involved in major incidents. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary. The officer shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment, except that the investigator may inform the officer that his/her conduct or his/her failure to cooperate with IAD and its investigation can become the subject of disciplinary action resulting in disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

### **Section 2.**

#### **Right to Contact Attorney.**

In all cases where an officer is to be interviewed concerning an alleged act which, if proven, may result in his temporary suspension or dismissal from the service, he shall be afforded a reasonable opportunity, but not to exceed forty-eight (48) hours, and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Association (or CLEAT) before being interviewed. An attorney of his own choosing and/or a representative of the Association (or CLEAT) may be present during the interview. In the event that an officer appears with an Association representative or attorney, the Sheriff or other interrogating officer shall have the option of continuing or terminating the interview. In lieu of an interview, the Sheriff may provide the affected officer with written notification of the complaint, written notice requiring a response to said complaint, and if applicable, notice of right to appeal. Such statement shall require a written response sworn to and notarized under oath.

If an officer is under arrest or is likely to be, or is a suspect or the target of a criminal investigation, the officer shall be given his/her rights pursuant to

the Miranda Decision. The officer shall be given an exact copy of any written statement he may execute.

### **Section 3.**

#### **Recording of Interview.**

IAD shall tape record any interview of an officer under investigation pursuant to Section 1 herein; and shall make a copy of said tape recording available to the officer being interviewed.

### **Section 4.**

#### **Notification of Findings.**

The Sheriff shall provide written notice in a sealed envelope to the individual officer of the final status of any complaint filed with the Sheriff's Office, by mailing said written notice to the officer's last known address by certified, return receipt mail.

### **Section 5.**

#### **Use of Polygraph.**

No polygraph shall be used to question an officer in an IAD investigation.

**ATTACHMENT 3**  
**Citizens' Advisory Panel**

The Citizens' Advisory Panel, hereinafter referred to as "the Panel", shall be constituted for all purposes set forth in Article 25 of the Agreement. The following three residents of Jefferson County are designated to serve on the Panel as permanent members for the duration of this Agreement:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

In the event that any permanent Panel member, above, withdraws as a Panel member, is unable to complete his term as a Panel member, or is unavailable for a specific hearing, then one of the alternates, below, will be selected by the parties. The selection of an alternate will either be for one specific hearing (in which case the permanent Panel member will return to his duties at the next hearing); or in the event that the permanent member withdraws or is otherwise unable to complete his term, then for the duration of this Agreement. Any alternate will be selected by drawing an alternate panel member's name at random. The alternate members shall be:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**ATTACHMENT 4**  
**Waiver of the Citizens Advisory Panel**

**Jefferson County Sheriff's Office**  
**Internal Affairs Division**

**Waiver of the Citizens Advisory Panel**

**Date:**

**Re:**

I hereby waive any further actions of the disciplinary process, defined in Article 28, Section V of the Articles of Agreement between Sheriff Stephens and The Jefferson County Sheriffs Association.

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Signed/Date

---

Witness

**End of Contract**

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

TRI-CITY COFFEE SERVICE	184.60	439749	
DAWN DONUTS	45.50	439888	
ROAD & BRIDGE PCT.#1			230.10**
MUNRO'S DE LAGE LANDEN PUBLIC FINANCE	28.65	439721	
FUNCTION 4 LLC	70.00	439836	
	19.41	439912	
ROAD & BRIDGE PCT.#2			118.06**
ENTERGY DE LAGE LANDEN PUBLIC FINANCE	233.24	439703	
ASCO	90.00	439836	
FUNCTION 4 LLC	383.04	439858	
	24.96	439912	
ROAD & BRIDGE PCT. # 3			731.24**
ADAMS BACKHOE SERVICE	453.00	439672	
AYRES MFG. CO.	409.94	439681	
CERTIFIED LABORATORIES	905.05	439688	
ENTERGY	437.11	439703	
MUNRO'S	38.40	439721	
RITTER @ HOME	119.99	439735	
AT&T	73.41	439743	
W. JEFFERSON COUNTY M.W.D.	27.14	439753	
DE LAGE LANDEN PUBLIC FINANCE	140.00	439836	
ON TIME TIRE	283.99	439848	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	43.24	439874	
SHOPPA'S FARM SUPPLY	617.47	439879	
FUNCTION 4 LLC	38.82	439912	
ROAD & BRIDGE PCT.#4			3,587.56**
SPIDLE & SPIDLE	4,324.21	439675	
BEAUMONT TRACTOR COMPANY	284.92	439684	
CITY OF BEAUMONT - WATER DEPT.	19.60	439689	
ENTERGY	1,323.71	439703	
H.D. INDUSTRIES, INC.	1,237.06	439704	
INTERSTATE BATTERIES OF BEAUMONT/PA	114.95	439707	
M&D SUPPLY	309.91	439716	
MUNRO'S	80.17	439721	
OIL CITY TRACTORS, INC.	27.95	439727	
SMART'S TRUCK & TRAILER, INC.	333.19	439739	
W. JEFFERSON COUNTY M.W.D.	99.01	439752	
BELT SOURCE	51.62	439805	
DE LAGE LANDEN PUBLIC FINANCE	229.79	439836	
ALLSERV OF TEXAS LLC	117.75	439838	
EMERGENCY POWER SERVICE	321.50	439847	
ON TIME TIRE	384.00	439848	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	205.23	439874	
MARTIN MARIEETA MATERIALS	154.57	439885	
FUNCTION 4 LLC	63.73	439912	
EXTREME AUTO	3,043.88	439920	
ENGINEERING FUND			12,726.75**
ESRI - ENVIRONMENTAL SYSTEMS	2,015.00	439670	
TRI-CITY COFFEE SERVICE	184.50	439749	
DE LAGE LANDEN PUBLIC FINANCE	460.94	439836	
FUNCTION 4 LLC	285.27	439912	
PARKS & RECREATION			2,945.71**
ENTERGY	9.34	439703	
W. JEFFERSON COUNTY M.W.D.	261.13	439752	
SPRINT WASTE SERVICES LP	310.68	439875	
GENERAL FUND			581.15**
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	
OFFICE DEPOT	1,926.83	439724	
AT&T	108.24	439743	
UNITED STATES POSTAL SERVICE	1,024.50	439773	
DE LAGE LANDEN PUBLIC FINANCE	370.00	439836	
NEMO-Q	2,360.00	439863	
FUNCTION 4 LLC	102.60	439912	
			5,892.17*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	900.00	439720	
UNITED STATES POSTAL SERVICE	3.63	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	235.00	439896	
FUNCTION 4 LLC	19.41	439912	
			1,228.04*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	.81	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
			90.22*
COUNTY CLERK			
OFFICE DEPOT	197.36	439724	
UNITED STATES POSTAL SERVICE	312.26	439773	
DE LAGE LANDEN PUBLIC FINANCE	1,052.82	439836	
FUNCTION 4 LLC	291.99	439912	
			1,854.43*
COUNTY JUDGE			
HARVEY L WARREN III	400.00	439825	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
JAN GIROUARD & ASSOCIATES LLC	400.00	439894	
FUNCTION 4 LLC	19.41	439912	
			889.41*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	65.15	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
			154.56*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	157.32	439773	
DE LAGE LANDEN PUBLIC FINANCE	331.89	439836	
FUNCTION 4 LLC	92.04	439912	
			581.25*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	603.03	439728	
TRIANGLE BLUE PRINT CO., INC.	15.00	439748	
CIT TECHNOLOGY FINANCING SERVICE	499.00	439815	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	439836	
FUNCTION 4 LLC	897.15	439912	
			3,214.18*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	6.46	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
			95.87*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	125.00	439711	
S.E. TEXAS REGIONAL PLANNING	115,301.61	439741	
TIME WARNER COMMUNICATIONS	2,442.76	439746	
ADVANCED STAFFING	97.50	439757	
CROWN CASTLE INTERNATIONAL	1,499.91	439794	
MILLIMAN	13,500.00	439817	
SAM'S CLUB DIRECT	71.85	439853	
			133,038.63*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	53.09	439724	
CDW COMPUTER CENTERS, INC.	11,935.73	439760	
VERIZON WIRELESS	75.98	439768	
TODD L. FREDERICK	301.20	439776	
PCM-G	1,325.00	439820	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
CONVERGEONE INC	2,868.75	439897	
FUNCTION 4 LLC	19.41	439912	
VOTERS REGISTRATION DEPT			16,649.16*
UNITED STATES POSTAL SERVICE	161.09	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
AMG PRINTING & MAILING LLC	729.00	439919	
ELECTIONS DEPARTMENT			979.50*
HART INTER CIVIC	65,030.00	439705	
OFFICE DEPOT	272.37	439724	
UNITED STATES POSTAL SERVICE	42.63	439773	
SIERRA SPRING WATER CO. - BT	109.30	439774	
DE LAGE LANDEN PUBLIC FINANCE	271.65	439836	
PV RENTALS LLC	123.25	439889	
FUNCTION 4 LLC	75.34	439912	
DISTRICT ATTORNEY			65,924.54*
T.A.P.E.	150.00	439763	
UNITED STATES POSTAL SERVICE	340.39	439773	
DE LAGE LANDEN PUBLIC FINANCE	480.00	439836	
FUNCTION 4 LLC	133.11	439912	
DISTRICT CLERK			1,103.50*
CASH ADVANCE ACCOUNT	138.00	439711	
TAC - TEXAS ASSN. OF COUNTIES	360.00	439745	
UNITED STATES POSTAL SERVICE	209.18	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
AERIALINK INC	128.63	439904	
FUNCTION 4 LLC	19.41	439912	
CRIMINAL DISTRICT COURT			925.22*
DOUGLAS M. BARLOW, ATTORNEY AT LAW	1,893.75	439682	
RENE MULHOLLAND	67.90	439751	
DE LAGE LANDEN PUBLIC FINANCE	441.64	439836	
EDWARD TANNER	1,117.39	439854	
FUNCTION 4 LLC	122.48	439912	
58TH DISTRICT COURT			3,643.16*
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
JOHN WOOLDRIDGE	357.90	439881	
FUNCTION 4 LLC	19.41	439912	
60TH DISTRICT COURT			447.31*
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
136TH DISTRICT COURT			89.41*
UNITED STATES POSTAL SERVICE	2.00	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
172ND DISTRICT COURT			91.41*
CASH ADVANCE ACCOUNT	537.72	439711	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
252ND DISTRICT COURT			627.13*

NAME	AMOUNT	CHECK NO.	TOTAL
TODD W LEBLANC	900.00	439674	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	243.75	439682	
KEVIN S. LAINE	1,600.00	439758	
UNITED STATES POSTAL SERVICE	75.68	439773	
LANGSTON ADAMS	2,338.39	439785	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
MATUSKA LAW FIRM	800.00	439877	
FUNCTION 4 LLC	19.41	439912	
279TH DISTRICT COURT			6,047.23*
PHILLIP DOWDEN	75.00	439678	
ANITA F. PROVO	150.00	439732	
NATHAN REYNOLDS, JR.	150.00	439734	
GLEN M. CROCKER	75.00	439777	
LANGSTON ADAMS	75.00	439785	
JOEL WEBB VAZQUEZ	150.00	439800	
TONYA CONNELL TOUPS	300.00	439812	
P DEAN BRINKLEY	150.00	439830	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
WILLIAM FORD DISHMAN	75.00	439870	
MATUSKA LAW FIRM	75.00	439877	
DANE DENNISON	356.25	439878	
MELANIE AIREY	75.00	439883	
FUNCTION 4 LLC	19.41	439912	
317TH DISTRICT COURT			1,795.66*
OFFICE DEPOT	55.94	439724	
TAMARA DEROUEN	1,122.75	439755	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
JUSTICE COURT-PCT 1 PL 1			1,268.10*
UNITED STATES POSTAL SERVICE	51.09	439773	
DE LAGE LANDEN PUBLIC FINANCE	90.00	439836	
FUNCTION 4 LLC	24.96	439912	
JUSTICE COURT-PCT 1 PL 2			166.05*
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
JUSTICE COURT-PCT 2			89.41*
THOMSON REUTERS-WEST	63.00	439860	
JUSTICE COURT-PCT 4			63.00*
POSTMASTER	898.00	439730	
DE LAGE LANDEN PUBLIC FINANCE	90.00	439836	
FUNCTION 4 LLC	24.96	439912	
JUSTICE COURT-PCT 6			1,012.96*
UNITED STATES POSTAL SERVICE	30.42	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
JUSTICE COURT-PCT 7			119.83*
OFFICE DEPOT	713.31	439724	
JUSTICE OF PEACE PCT. 8			713.31*
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
COUNTY COURT AT LAW NO.1			89.41*
OLEN UNDERWOOD	1,241.10	439775	
DE LAGE LANDEN PUBLIC FINANCE	245.92	439836	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	68.20	439912	1,555.22*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAU	250.00	439686	
TRAVIS EVANS	250.00	439695	
MARVA PROVO	250.00	439731	
CHARLES ROJAS	250.00	439762	
UNITED STATES POSTAL SERVICE	1.61	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
JANSON ELLIOTT BAILEY	250.00	439895	
JENNIFER MATTINGLY	250.00	439902	
FUNCTION 4 LLC	19.41	439912	
COUNTY COURT AT LAW NO. 3			1,591.02*
OFFICE DEPOT	795.94	439724	
MARVA PROVO	250.00	439731	
UNITED STATES POSTAL SERVICE	6.85	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
ALEX BILL III	300.00	439837	
MATUSKA LAW FIRM	250.00	439877	
JONATHAN VERNON	250.00	439892	
FUNCTION 4 LLC	19.41	439912	
COURT MASTER			1,942.20*
LEONARD J. GIBLIN, JR.	2,600.00	439699	
JUDGE LARRY GIST	7,523.76	439700	
UNITED STATES POSTAL SERVICE	.40	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
MEDIATION CENTER			10,213.57*
UNITED STATES POSTAL SERVICE	4.84	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
ALTERNATIVE SCHOOL			94.25*
COKER DOORS & MOLDING CO.	785.00	439756	
COMMUNITY SUPERVISION			785.00*
DE LAGE LANDEN PUBLIC FINANCE	280.00	439836	
FUNCTION 4 LLC	77.64	439912	
SHERIFF'S DEPARTMENT			357.64*
FED EX	22.81	439696	
PUBLIC AGENCY TRAINING COUNCIL	650.00	439733	
RITTER @ HOME	81.50	439735	
AT&T	306.11	439743	
UNITED STATES POSTAL SERVICE	1,527.39	439773	
MDE INC	665.00	439826	
DE LAGE LANDEN PUBLIC FINANCE	800.00	439836	
TEXAS ASSOC OF HOSTAGE NEGOTIATORS	80.00	439844	
FUNCTION 4 LLC	221.84	439912	
TND WORKWEAR CO LLC	600.00	439913	
CRIME LABORATORY			4,954.65*
FED EX	156.20	439696	
CASH ADVANCE ACCOUNT	1,190.44	439711	
OFFICE DEPOT	359.48	439724	
SANITARY SUPPLY, INC.	134.58	439736	
VERIZON WIRELESS	113.97	439769	
CLINIQQA CORPORATION	447.00	439801	
TECHSCAN INC	555.00	439804	
AIRGAS SOUTHWEST	115.76	439814	
SAFARILAND	27.81	439824	
DE LAGE LANDEN PUBLIC FINANCE	90.00	439836	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	24.96	439912	3,215.20*
JAIL - NO. 2			
JOHNSTONE SUPPLY	526.49	439676	
W.W. GRAINGER, INC.	813.09	439702	
ENTERGY	39,771.49	439703	
M&D SUPPLY	6.30	439716	
OFFICE DEPOT	1,733.18	439724	
OLMSTED-KIRK PAPER	258.60	439728	
AT&T	977.28	439743	
SYSSCO FOOD SERVICES, INC.	13,313.72	439744	
UNITED COMMUNICATIONS, INC.	3,235.00	439764	
LOWE'S HOME CENTERS, INC.	1,099.76	439781	
ULTRA-CHEM, INC.	601.94	439786	
WORLD FUEL SERVICES	455.40	439823	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	439836	
EPIC CARD SERVICES LLC	195.34	439852	
MATERA PAPER COMPANY INC	4,852.10	439859	
KROPP HOLDINGS INC	1,313.65	439864	
GALLS LLC	1,639.59	439884	
IMPACT WASTE LLC	75.00	439905	
FUNCTION 4 LLC	354.97	439912	
TND WORKWEAR CO LLC	50.00	439913	
THE MONOGRAM SHOP	27.00	439914	
AXON ENTERPRISE INC	934.47	439915	
FOOD MARKETING CONCEPTS INC	3,387.80	439916	
HARDIE'S FRESH FOODS	1,189.45	439917	
JUVENILE PROBATION DEPT.			78,091.62*
CHERYL TARVER	74.90	439754	
VERIZON WIRELESS	51.73	439768	
UNITED STATES POSTAL SERVICE	18.34	439773	
SHANNA CITIZEN	110.74	439783	
SHARON STREETMAN	42.80	439806	
BRIA LYNCH	8.02	439818	
DE LAGE LANDEN PUBLIC FINANCE	140.00	439836	
TANISHA GRIFFIN	403.92	439882	
FUNCTION 4 LLC	38.82	439912	
JUVENILE DETENTION HOME			889.27*
EPS	319.08	439693	
ENTERGY	7,533.10	439703	
AT&T	701.47	439743	
FLOWERS FOODS	121.17	439795	
BEN E KEITH FOODS	99.03	439796	
DE LAGE LANDEN PUBLIC FINANCE	229.79	439836	
A1 FILTER SERVICE COMPANY	183.79	439845	
FUNCTION 4 LLC	63.73	439912	
CONSTABLE PCT 1			9,251.16*
OFFICE DEPOT	238.13	439724	
VERIZON WIRELESS	227.94	439768	
UNITED STATES POSTAL SERVICE	33.76	439773	
WATCH GUARD VIDEO	5,460.00	439809	
DE LAGE LANDEN PUBLIC FINANCE	323.13	439836	
FUNCTION 4 LLC	89.62	439912	
CONSTABLE-PCT 2			6,372.58*
VERIZON WIRELESS	113.97	439768	
CONSTABLE-PCT 4			113.97*
VERIZON WIRELESS	113.97	439768	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
TND WORKWEAR CO LLC	130.00	439913	
CONSTABLE-PCT 6			333.38*

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	113.97	439768	
UNITED STATES POSTAL SERVICE	18.99	439773	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
CONSTABLE PCT. 7			222.37*
VERIZON WIRELESS	113.97	439768	113.97*
CONSTABLE PCT. 8			
KIRKSEY'S SPRINT PRINTING	42.60	439714	
OFFICE DEPOT	364.99	439724	
TEXAS STATE UNIVERSITY SAN MARS	450.00	439742	
VERIZON WIRELESS	113.97	439768	
DE LAGE LANDEN PUBLIC FINANCE	322.93	439836	
FUNCTION 4 LLC	89.56	439912	
AGRICULTURE EXTENSION SVC			654.07*
DE LAGE LANDEN PUBLIC FINANCE	200.00	439836	
FUNCTION 4 LLC	55.47	439912	
HEALTH AND WELFARE NO. 1			255.47*
MUNRO'S	77.00	439721	
MCKESSON MEDICAL-SURGICAL INC	155.12	439761	
UNITED STATES POSTAL SERVICE	72.84	439773	
CENTERPOINT ENERGY RESOURCES CORP	24.66	439803	
AMERICAN BOARD OF PHYSICIAN	602.50	439810	
PROCTOR'S MORTUARY INC	1,500.00	439827	
DE LAGE LANDEN PUBLIC FINANCE	372.43	439836	
FUNCTION 4 LLC	103.29	439912	
HEALTH AND WELFARE NO. 2			2,597.60*
BROUSSARD'S MORTUARY	1,500.00	439687	
GABRIEL FUNERAL HOME, INC.	1,500.00	439698	
AMERICAN BOARD OF PHYSICIAN	602.50	439810	
HEB - PORT ARTHUR	28.63	439813	
PROCTOR'S MORTUARY INC	1,500.00	439828	
DE LAGE LANDEN PUBLIC FINANCE	140.00	439836	
FUNCTION 4 LLC	38.82	439912	
NURSE PRACTITIONER			5,309.95*
MCKESSON MEDICAL-SURGICAL INC	2,207.64	439761	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
CHILD WELFARE UNIT			2,297.05*
BEAUMONT OCCUPATIONAL SERVICE, INC.	671.80	439779	671.80*
ENVIRONMENTAL CONTROL			
CASH ADVANCE ACCOUNT	663.95	439711	
AT&T	33.62	439743	
DE LAGE LANDEN PUBLIC FINANCE	323.13	439836	
FUNCTION 4 LLC	89.62	439912	
INDIGENT MEDICAL SERVICES			1,110.32*
KING'S PHARMACY	921.97	439677	
CARDINAL HEALTH 110 INC	45,942.53	439862	
MAINTENANCE-BEAUMONT			46,864.50*
AAA LOCK & SAFE	22.20	439669	
CITY OF BEAUMONT - WATER DEPT.	155.19	439689	
ECOLAB	209.95	439694	
GOLD CREST ELECTRIC CO., INC.	339.68	439701	
W.W. GRAINGER, INC.	14.04	439702	

NAME	AMOUNT	CHECK NO.	TOTAL
HYDRO-CLEAN SERVICES, INC.	435.00	439706	
MCCOWN PAINT & SUPPLY OF TEXAS	160.15	439718	
MOORE SUPPLY, INC.	381.18	439719	
RITTER @ HOME	124.44	439735	
SANITARY SUPPLY, INC.	1,483.75	439736	
ACE IMAGEWEAR	191.83	439738	
AT&T	407.52	439743	
SHERWIN-WILLIAMS	349.18	439821	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
A1 FILTER SERVICE COMPANY	1,465.40	439845	
AT&T	12,847.94	439893	
FUNCTION 4 LLC	19.41	439912	
MAINTENANCE-PORT ARTHUR			18,676.86*
AT&T	1,303.70	439743	
DE LAGE LANDEN PUBLIC FINANCE	140.00	439836	
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	439865	
FUNCTION 4 LLC	38.82	439912	
SAF-T-BOX	3,010.00	439918	
MAINTENANCE-MID COUNTY			7,241.80*
CITY OF NEDERLAND	57.89	439691	
ALL-PHASE ELECTRIC SUPPLY	180.00	439692	
ENTERGY	457.04	439703	
RITTER @ HOME	95.91	439735	
ACE IMAGEWEAR	30.76	439738	
AT&T	702.81	439743	
W. JEFFERSON COUNTY M.W.D.	47.58	439752	
LOWE'S HOME CENTERS, INC.	170.94	439781	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
FUNCTION 4 LLC	19.41	439912	
SERVICE CENTER			1,832.34*
SPIDLE & SPIDLE	11,947.14	439675	
J.K. CHEVROLET CO.	56.58	439709	
KINSEL FORD, INC.	380.26	439713	
MUNRO'S	79.40	439721	
PHILPOTT MOTORS, INC.	703.98	439729	
JEFFERSON CTY. TAX OFFICE	15.00	439765	
JEFFERSON CTY. TAX OFFICE	15.00	439766	
JEFFERSON CTY. TAX OFFICE	7.50	439767	
FIRST CALL	38.97	439784	
PETROLEUM SOLUTIONS, INC.	179.13	439799	
BUMPER TO BUMPER	1,456.08	439802	
AMERICAN TIRE DISTRIBUTORS	2,792.40	439819	
DE LAGE LANDEN PUBLIC FINANCE	70.00	439836	
MIGHTY OF SOUTHEAST TEXAS	18.38	439839	
EASTEX PRESSURE WASHERS	396.00	439845	
ADVANCE AUTO PARTS	3,375.00	439856	
DENNIS LOWE	202.14	439898	
MIDNIGHT AUTO	179.90	439903	
FUNCTION 4 LLC	19.41	439912	
VETERANS SERVICE			21,932.27*
UNITED STATES POSTAL SERVICE	1.61	439773	
HILARY GUEST	98.33	439787	
DE LAGE LANDEN PUBLIC FINANCE	240.00	439836	
FUNCTION 4 LLC	66.56	439912	
MOSQUITO CONTROL FUND			406.50*
HILO / O'REILLY AUTO PARTS	60.16	439671	
CITY OF NEDERLAND	88.10	439691	
MUNRO'S	82.20	439721	
OFFICE DEPOT	50.87	439724	
AT&T	33.64	439743	
UNITED PARCEL SERVICE	12.71	439750	
FIRST CALL	15.49	439784	
			478,831.66**

NAME	AMOUNT	CHECK NO.	TOTAL
PARKER LUMBER DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	15.38 70.00 19.41	439829 439836 439912	447.96**
FEMA EMERGENCY			
ISI COMMERCIAL REFRIGERATION M&D SUPPLY MUSTANG CAT OFFICE DEPOT OFFICE DEPOT FIDELITY EXTERMINATING COMPANY PATHMARK TRAFFICE PRODUCTS OF TEXAS FORD PARK BLUE GLOBES RC SERVICE SWEET SOUTHERN SOUND SWEET SOUTHERN SOUND SWEET SOUTHERN SOUND SWEET SOUTHERN SOUND BEST BUY BUSINESS ADVANTAGE ACCOUNT SPRINT WASTE SERVICES LP MARTIN MARIEETA MATERIALS REPUBLIC SERVICES WALLER COUNTY ASPHALT GULF COAST GULF COAST GULF COAST ELITE FINISHES RAYS ELITE FINISHES RAYS ELITE FINISHES RAYS ELITE FINISHES RAYS ELITE FINISHES RAYS ELITE FINISHES	4,721.00 50.97 7,742.71 51.61 24.99 1,000.00 1,138.30 565.00 2,982.14 208.76 4,420.00 16,499.75 9,895.00 3,050.00 521.01 144.00 214.62 771.45 1,325.00 489.25 557.65 617.50 40,906.09 25,047.38 4,211.77 4,839.77 5,691.40 5,106.70	439708 439717 439722 439725 439726 439771 439790 439792 439811 439857 439866 439867 439868 439869 439873 439876 439886 439887 439899 439906 439907 439908 439922 439923 439924 439925 439926 439927	142,793.82**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	439836 439912	89.41**
LAW LIBRARY FUND			
LEXISNEXIS MATTHEW BENDER DE LAGE LANDEN PUBLIC FINANCE O'CONNOR'S FUNCTION 4 LLC	1,076.69 70.00 238.00 19.41	439782 439836 439891 439912	1,404.10**
EMPG GRANT			
FUNCTION 4 LLC	483.70	439912	483.70**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	68.09	439768	68.09**
COMMUNITY SUPERVISION FND			
TIME WARNER COMMUNICATIONS VERIZON WIRELESS UNITED STATES POSTAL SERVICE JCCSC	88.61 41.76 87.75 306.00	439747 439768 439773 439832	524.12**
JEFF. CO. WOMEN'S CENTER			
AIR COMFORT, INC. CITY OF BEAUMONT - WATER DEPT. VERIZON WIRELESS DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	1,124.51 853.60 15.66 140.00 38.82	439673 439689 439768 439836 439912	2,172.59**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	90.00	439836	

FUNCTION 4 LLC	24.96	439912	114.96**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	439836	
FUNCTION 4 LLC	22.19	439912	102.19**
CRIME VICTIMS CLEARING.			
OFFICE DEPOT	1,289.93	439724	1,289.93**
LAW OFFICER TRAINING GRT			
BEAUMONT TROPHIES	163.50	439685	
CASH ADVANCE ACCOUNT	1,710.00	439711	1,873.50**
COUNTY CLERK - RECORD MGT			
MANATRON	11,106.62	439808	11,106.62**
COUNTY RECORDS MANAGEMENT			
SOUTHERN COMPUTER WAREHOUSE	1,279.95	439679	
CDW COMPUTER CENTERS, INC.	401.78	439760	878.17**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	439768	227.94**
HOTEL OCCUPANCY TAX FUND			
GREATER BMT. CHAMBER OF COMMERCE	10,000.00	439683	
CITY OF BEAUMONT - WATER DEPT.	131.13	439690	
LAMAR UNIVERSITY - ATHLETIC DEVELOP	2,500.00	439715	
MUNRO'S	43.10	439721	
S.E. TEXAS ARTS COUNCIL	5,000.00	439740	
ART MUSEUM OF SOUTHEAST TEXAS	3,231.00	439778	
SOUTHEAST TEXAS BASEBALL/ACADEMY	17,000.00	439780	
PORT NECHES CHAMBER OF COMMERCE	14,278.00	439788	
SPORTS SOCIETY FOR AMERICAN HEALTH	4,910.00	439789	
BEAUMONT CONVENTION & VISITOR BUREA	9,600.00	439791	
SPINDLETOP-GLADYS CITY BOOMTOWN	2,000.00	439797	
LAMAR STATE COLLEGE/PORT ARTHUR	3,900.00	439798	
KATHI HUGHES	76.80	439807	
TOP DOG SOFTBALL CLUB	500.00	439816	
ATTABOY TERMITE & PEST CONTROL	34.10	439822	
DE LAGE LANDEN PUBLIC FINANCE	315.00	439836	
PORT ARTHUR CONVENTION & TOURIST	10,000.00	439840	
PORT ARTHUR CONVENTION & TOURIST	61,000.00	439841	
PORT ARTHUR CONVENTION & TOURIST	5,616.50	439842	
PORT ARTHUR CONVENTION & TOURIST	3,234.00	439843	
JEFFERSON COUNTY BAR ASSOCIATION	2,325.00	439855	
CLIFTON STEAMBOAT MUSEUM INC	760.00	439880	
BEAUMONT COUNCIL OF GARDEN CLUBS	3,883.00	439890	
SOUTHERN BLACK SOFTBALL ASSOC	3,750.00	439900	
SOUTHERN BLACK SOFTBALL ASSOC	3,750.00	439901	
FUNCTION 4 LLC	145.11	439912	167,982.74**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	439836	
FUNCTION 4 LLC	38.82	439912	178.82**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	1,685.00	439849	
URETEK ICR	14,900.00	439850	
TIM RICHARDSON	10,500.00	439871	
SILSSEE FORD INC	32,062.05	439872	59,147.05**
AIRPORT FUND			
CITY OF NEDERLAND	396.99	439691	

NAME	AMOUNT	CHECK NO.	TOTAL
JOHNSON CONTROLS, INC.	1,262.92	439712	
VERIZON WIRELESS	37.99	439768	
UNITED STATES POSTAL SERVICE	.46	439773	
DE LAGE LANDEN PUBLIC FINANCE	140.00	439836	
FUNCTION 4 LLC	38.82	439912	
AIRPORT IMPROVE. GRANTS			1,877.18**
ALLCO, INC.	119,431.58	439770	
SE TX EMP. BENEFIT POOL			119,431.58**
GROUP ADMINISTRATIVE CONCEPTS INC	128,907.75	439831	
SETEC FUND			128,907.75**
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	439851	
BAIL BONDING FUND			1,652.00**
JEFFERSON CTY. DISTRICT CLERK	15,000.00	439710	
SHERIFF'S FORFEITURE FUND			15,000.00**
TRINITY INNOVATIVE SOLUTIONS LLC	140.00	439928	
PAYROLL FUND			140.00**
JEFFERSON CTY. - FLEXIBLE SPENDING			
CLEAT	13,600.50	439642	
JEFFERSON CTY. TREASURER	288.00	439643	
RON STADTMUELLER - CHAPTER 13	15,697.62	439644	
INTERNAL REVENUE SERVICE	530.00	439645	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	475.00	439646	
JEFFERSON CTY. COMMUNITY SUP.	4,400.00	439647	
JEFFERSON CTY. TREASURER - HEALTH	9,722.33	439648	
JEFFERSON CTY. TREASURER - GENERAL	464,504.92	439649	
JEFFERSON CTY. TREASURER - PAYROLL	20.00	439650	
JEFFERSON CTY. TREASURER - PAYROLL	1,671,787.13	439651	
MONY LIFE INSURANCE OF AMERICA	648,292.96	439652	
POLICE & FIRE FIGHTERS' ASSOCIATION	126.84	439653	
TGSLC	2,704.96	439654	
UNITED WAY OF BEAUMONT & N JEFFERSON	574.90	439655	
US DEPARTMENT OF EDUCATION	8.00	439656	
JEFFERSON CTY. TREASURER - TCDRS	210.74	439657	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	614,877.89	439658	
JEFFERSON COUNTY TREASURER	1,614.99	439659	
JEFFERSON COUNTY - TREASURER -	2,646.68	439660	
NECHES FEDERAL CREDIT UNION	6,596.99	439661	
JEFFERSON COUNTY - NATIONWIDE	48,843.71	439662	
WILLIAM E HEITKAMP	50,846.58	439663	
JOHN TALTON	748.53	439664	
IL DEPT OF HEALTCARD AND FAMILY SER	2,066.15	439665	
BELINDA M ZURITA	49.85	439666	
CONSERVE	230.77	439667	
CNTY & DIST COURT TECH FD	147.27	439668	
VERIZON WIRELESS			3,561,613.31**
MARINE DIVISION			
AVIALL	352.38	439680	
GT DISTRIBUTORS, INC.	4,225.94	439697	
SETZER HARDWARE, INC.	11.68	439737	
OTIS ELEVATOR COMPANY	2,683.92	439793	
BUMPER TO BUMPER	739.00	439802	
STITCH N STITCH LLC	146.79	439921	
ASAP - CONSTABLE			8,159.71**
OFFICE DEPOT	105.78	439724	
FY 2016 PORT SECURITY GRT			105.78**

PGM: GMCOMMV2

DATE  
11-06-2017

PAGE: 12

NAME

AMOUNT

CHECK NO.

TOTAL

MOTOROLA SOLUTIONS INC

261,152.00

439759

261,152.00\*\*  
4,988,943.20\*\*\*



# Proclamation

STATE OF TEXAS

§ COMMISSIONERS COURT

COUNTY OF JEFFERSON

§ OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 6th day of November, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

## Port Neches VFW Post 4820 Veterans Day Proclamation

**WHEREAS**, Wayne F. East VFW Post #4820 Port Neches was established in November of 1945, immediately after WWII and was named after the first person killed in WWII, Sgt. Wayne F. East, U.S. Army Air Corp. The Post had 98 original charter members; whose first Post Commander was B.C. Howell, the local postmaster in 1945. The Post still remains very active in the community with over 132 members and 120 life members who are among World War II veterans who have lead and guided the Post for many years; growing the Post to where it is today. Veterans within the local VFWs have served our country honorably and still serve our communities locally today; and

**WHEREAS**, the ladies Auxiliary to VFW Post 4820 was chartered in September of 1974 with 32 original charter members and they remain very active today with 41 members; and

**WHEREAS**, VFW Post # 4820 assumed the task of building Golden Triangle Veterans Memorial Park on land donated by the Bean Marine Company and the Butch Bean family; and

**WHEREAS**, in 1991 Golden Triangle Veterans Memorial Park committee of veterans, local businesses and members of the community was established to plan and complete construction of the Golden Triangle Veterans Memorial Park in order to preserve the history and legacy of the service and dedication of our local veterans; and

**WHEREAS**, this Post, through over 92,000 hours of volunteer time was given by local veterans, citizens and businesses, the park was completed and opened to allow many veterans, citizens and family members to attended the numerous ceremonies conducted by Post # 4820; and

**WHEREAS**, the Wayne F. East VFW Post #4820 and other local VFW posts have made a mark in our Country's history by preserving the history of our local veterans for generations to come and understand that this park would not have been possible without the sacrifice of their guidance, support and volunteer hours over the years.

**NOW THEREFORE, BE IT RESOLVED**, that the Jefferson County Commissioners Court does hereby recognize and we ask all to join us in thanking the members of the Wayne F. East VFW Post #4820 and all veterans and VFW posts who have contributed to the Golden Triangle Veterans Memorial Park and for their service to our great nation.

SIGNED this 6th day of November, 2017.





JUDGE JEFF R. BRANICK  
County Judge



EDDIE ARNOLD  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1



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



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



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

**AGENDA ITEM****November 6, 2017**

Receive and file executed Amended Agreement between Jefferson County, Texas and Tim Richardson for professional consulting services associated with the BP Deepwater Horizon (DWH) restoration funding and related services.

### AMENDED AGREEMENT

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

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

#### **I. SCOPE OF AGREEMENT**

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

#### **II. RESPONSIBILITIES OF THE PARTIES**

##### Consultant shall:

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

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

B. The County shall:

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

III. PERSONNEL

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

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

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin October 1, 2017 and expire on September 30, 2018 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

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

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

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

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

**V. COMPENSATION/TERMS OF PAYMENT**

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

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

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

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

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

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

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

## VI. OWNERSHIP OF MATERIALS AND RESULTS

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

B. Joint Copyright Ownership

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

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

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

## VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

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

**Tim Richardson, consultant, [ttrs@rcn.com](mailto:ttrs@rcn.com); office: 301-770-6496; mobile 202-352-1269.**

### **VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION**

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

### **IX. TAXES**

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

### **X. TRANSFER OF INTEREST**

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

### **XI. NOTICE**

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

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

b) If to Consultant, to:

Tim Richardson  
6707 Old Stage Road  
Rockville, MD 20852

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

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

C. This section shall survive termination of this Agreement.

**XII. GOVERNING LAW / VENUE**

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

**XIII. AGENCY**

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

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

#### **XIV. ENTIRE AGREEMENT / SEVERABILITY**

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

#### **XV. WAIVER**

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

#### **XVI. EQUAL OPPORTUNITY**

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

#### **XVII. MISCELLANEOUS**

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

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

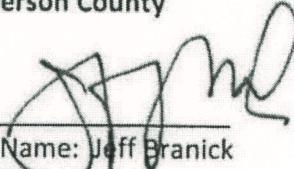
C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other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

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

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

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

Jefferson County

By 

Name: Jeff Branick

Title: Judge

EIN \_\_\_\_\_

Date 10.30.2017

Tim Richardson, Consultant

By 

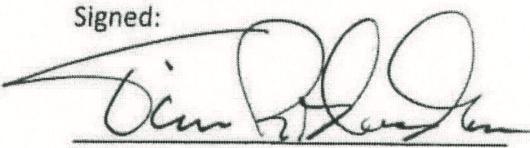
Name: Tim Richardson

EIN 370-60-3504

Date 10-30-2017

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

Signed:

  
Signature of Consultant

10-30-2017

Date

**AGENDA ITEM****November 6, 2017**

Receive and file executed Commercial Lease between Jefferson County and Beaumont Dream Center and Harbor House Foundation.

# COMMERCIAL LEASE

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## I. PARTIES

The parties to this lease are:

**Lessor:** Jefferson County; and

**Lessee:** Beaumont Dream Center (700 North St., Beaumont, TX 77701) and Harbor House Foundation (2707 Harper Rd., Choctaw, OK 73020), TX 75081.

## II. LEASED PREMISES

Lessor leases to Lessee the following described real property, known as the "leased premises," along with all its improvements: The real property at: 3890 FM 3514, Beaumont, TX, 77705 located in Jefferson County, which is legally described on attached Exhibit A, Deed from TYC to Jefferson County.

## III. TERM

- A. Term: The term of this lease is 20 years, commencing on: October 31, 2017 (Commencement Date) and ending on October 30, 2037 (Expiration Date). This lease is renewable at Lessee's option for two 5 year periods. Lessee must give notice of renewal or nonrenewal (120) one-hundred and twenty days before expiration of lease.
- B. Lessee shall have first option to purchase the property should it became available for sale.
- C. Delay of Occupancy: If Lessee is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Lessor that is not substantially complete, Lessor will not be liable to Lessee for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Lessee is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Lessee is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Lessor that is not substantially complete, Lessee may terminate this lease by giving written notice to Lessor before the leased premises become available to be occupied by Lessee and Lessor will refund to Lessee any amounts paid to Lessor by Lessee. This Paragraph does not apply to any delay in occupancy caused by cleaning or repairs.
- D. **Feasibility Period.** Lessee and Lessor shall have until 5:00 p.m., Central Time, on December 31, 2018 (the Feasibility Period) to terminate this Agreement for any reason or no reason by delivering written notice to Seller (a Termination Notice), in which event, this Agreement shall terminate, all obligations under this Agreement shall cease. Any monies paid under any section of this agreement during the Feasibility Period are not reimbursable by Lessor. The party that seeks termination under this clause must deliver to the other, written notice of termination under this section by December 31, 2018. If, prior to the expiration of the Feasibility Period, Lessee has not secured financing for the operations it has set forth under this lease, then Lessee shall be deemed to have elected to terminate this Agreement, in

which event, this Agreement shall terminate, all obligations under this Agreement shall cease.

- E. Unless the parties agree otherwise, Lessee is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.
- F. "AS-IS CONDITION": Lessee agrees that it is accepting the property in the present condition with any and all defects. Lessee has the right to inspect the property and is not relying on any representations of Lessor concerning the property. Specifically, Lessee disclaims reliance on all representations other than those expressly set forth in the contract and disclaims any reliance on Lessor's silence as to fact relating to the property. Lessee agrees that Lessee is relying solely and completely on its own due diligence.

#### IV. RENT AND EXPENSES

- A. Base Annual Rent: On or before the first day of each year during this lease, Lessee will pay Lessor a base monthly rent in the amount of **\$1.00** per month.
- B. First Full Month's Rent: The first full base monthly rent is due on or before the first of every month.
- C. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Lessee will pay Lessor as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date,
- D. Place of Payment: Lessee will remit all amounts due Lessor under this lease to the following person at the place stated or to such other person or place as Lessor may later designate in writing:

**Name: Jefferson County Treasurer**  
**1001 Pearl Street, Floor 7**  
**Beaumont, Texas 77701**

- E. Method of Payment: Lessee must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Lessee fails to timely pay any amounts due under this lease or if any check of Lessee is returned to Lessor by the institution on which it was drawn, Lessor after providing written notice to Lessee may require Lessee to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Lessor from seeking other remedies under this lease for Lessee's failure to make timely payments with good funds.
- F. Late Charges: If Lessor does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Lessee will pay Lessor a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Lessor. The late charge is a cost associated with the collection of rent and Lessor's acceptance of a late charge does not waive Lessor's right to exercise remedies under Section XX.

Commercial Lease Beaumont Dream Center/Harbor House Foundation

G. Returned Checks: Lessee will pay \$25.00 for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus any late charges until Lessor receives payment.

## V. SECURITY DEPOSIT

- A. Upon execution of this lease, Lessee will pay \$ 1 (one dollar ) to Lessor as a security deposit.
- B. Lessor may apply the security deposit to any amounts owed by Lessee under this lease. If Lessor applies any part of the security deposit during any time this lease is in effect to amounts owed by Lessee, Lessee must, within 10 days after receipt of notice from Lessor, restore the security deposit to the amount stated.
- C. Within 60 days after Lessee surrenders the leased premises and provides Lessor written notice of Lessee's forwarding address, Lessor will refund the security deposit less any amounts applied toward amounts owed by Lessee or other charges authorized by this lease.

## VI. TAXES

Unless otherwise agreed by the parties, Lessee will be exempt of all real property ad valorem taxes assessed against the leased premises.

## VII. UTILITIES

- A. Lessee will pay for all utility charges to the leased premises and any connection charges for the utilities, including but not limited to the following.
  - 1) Water
  - 2) Sewer
  - 3) Electric
  - 4) Gas
  - 5) Telephone
  - 6) Trash
  - 7) Cable
  - 8) Internet
  - 9) All Other Utilities
- B. The Lessee will pay the charges directly to the utility service provider. The Lessee may select the utility service provider, except that if Lessee selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Lessor's prior consent, which Lessor will not unreasonably withhold.
- C. If Lessor incurs any liability for utility or connection charges for which Lessee is responsible to pay and Lessor pays such amount, Lessee will immediately upon written notice from Lessor reimburse Lessor such amount.
- D. Notice: Lessee should determine if all necessary utilities are available to the leased premises and are adequate for Lessee's intended use.
- E. After-Hours HVAC Charges: "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. Lessee will pay for the HVAC services under this lease.

Initialed by Lessor       , and Lasse

## VIII. INSURANCE

- A. During all times this lease is in effect, Lessee must, at Lessee's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
  - 1) public liability insurance in an amount not less than \$1million (\$1,000,000.00) on an occurrence basis naming Lessor as an additional insured; and
  - 2) personal property damage insurance for Lessee's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.
- B. Before the Commencement Date, Lessee must provide Lessor with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Lessee must, not later than 10 days after the renewal or change, provide Lessor a copy of an insurance certificate evidencing the renewal or change.
- C. If Lessee fails to maintain the required insurance in full force and effect at all times this lease is in effect, Lessor may:
  - 1) purchase insurance that will provide Lessor the same coverage as the required insurance and Lessee must immediately reimburse Lessor for such expense; or
  - 2) exercise Lessor's remedies under Section XX.
- D. Unless the parties agree otherwise, Lessor will maintain coverage for the building structures only in an amount that Lessor determines reasonable and appropriate.

## IX. USE AND HOURS

- A. Lessee may use the leased premises for the purpose of operating a public nonprofit 501(c)(3) organization that will provide services to the community as well as services that will help sustain the entity.
- B. Unless otherwise specified in this lease, Lessee will operate and conduct its business in the leased premises under normal business hours that are typical of other similar public nonprofit organizations in which Lessee represents it operates.

## X. LEGAL COMPLIANCE

- A. Lessee may not use or permit any part of the leased premises or the Property to be used for:
  - 1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - 2) any activity that interferes with Lessor's management of the Property;
  - 3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, Lessor's rules or regulations, or this lease;
  - 4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - 5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;

- 6) the permanent or temporary storage of any hazardous material.
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Lessor does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Lessee's intended use. **Lessee must satisfy itself that the leased premises may be used as Lessee intends by independently investigating all matters related to the use of the leased premises or Property. Lessee agrees that it is not relying on any warranty or representation made by Lessor, or Lessor's agent, concerning the use of the leased premises or Property.**

#### XI. SIGNS

- A. Lessee may erect, post or paint any signs at, on, or about the leased premises or Property without Lessor's written consent.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Lessor may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property,

#### XII. ACCESS BY LESSOR

- A. During Lessee's normal business hours Lessor may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective lessees or purchasers. Lessor may access the leased premises after Lessee's normal business hours if:
  - 1) entry is made with Lessee's permission; or
  - 2) entry is necessary to complete emergency repairs. Lessor will not unreasonably interfere with Lessee's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Lessor may place a "For Lease" or similarly worded sign in the leased premises.

#### XIII. MOVE-IN CONDITION

Lessee will conduct an inspection to ensure that the leased premises are fit for Lessee's particular purpose. **Lessor and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.**

#### XIV. MOVE-OUT CONDITION AND FORFEITURE OF LESSEES PERSONAL PROPERTY

- A. At the time this lease ends, Lessee will surrender the leased premises in the same condition as when received, except for normal wear and tear. Lessee will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants,

- B. If Lessee leaves any personal property in the leased premises after Lessee surrenders possession of the leased premises, Lessor may: (1) require Lessee, at Lessee's expense, to remove the personal property by providing written notice to Lessee,
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Lessor. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse,
- D. By providing written notice to Lessee before this lease ends, Lessor may require Lessee, upon move out and at Lessee's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Lessee.

#### **XV. MAINTENANCE AND REPAIRS**

- A. Cleaning: Lessee must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Lessee will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Lessee will maintain any grease trap on the Property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: During the lease period, each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted sub lessees.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Section XV, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Lessee is responsible for the repair and maintenance of its personal property.
  - 1) Foundation, exterior walls, roof, and other structural components
  - 2) Glass and windows
  - 3) Fire protection equipment and fire sprinkler systems
  - 4) Exterior & overhead doors, including closure devices, molding,
  - 5) locks, and hardware
  - 6) Grounds maintenance, including landscaping, mowing, and irrigation systems
  - 7) Interior doors, including closure devices, frames, molding, locks, and hardware
  - 8) Parking areas and walks
  - 9) Plumbing systems, drainage systems, electrical systems, and mechanical systems,
  - 10) except systems or items specifically designated otherwise
  - 11) Ballast and lamp replacement
  - 12) Heating, Ventilation and Air Conditioning (HVAC) systems
  - 13) Signs and lighting:
    - a) Pylon

- b) Facia
- c) Monument
- d) Door/Suite

- 14) Extermination and pest control, excluding wood-destroying insects
- 15) Fences and Gates
- 16) Storage yards and storage buildings
- 17) Wood-destroying insect treatment and repairs
- 18) Cranes and related systems
- 19) All other items and systems
- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons,
- E. HVAC Service Contract: If Lessee maintains the HVAC system under Section XV,C (10), (12), Lessee is required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. If Lessee fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Lessor may do so and charge Lessee the expense of such a maintenance and service contract or exercise Lessor's remedies under Section XX.
- F. Common Areas: Lessee will maintain any common areas in the Property in a manner as Lessee determines to be in the best interest of the Property. Lessee will maintain any elevator and signs in the common area. Lessee may change the size, dimension, and location of any common areas, provided that such change does not materially impair the use and access to the leased premises, Lessee has the non-exclusive license to use the common areas.

## XVI. ALTERATIONS

- A. Lessee may alter, improve, or add to the Property or the leased premises without Lessor's written consent unless such are structural alterations, improvements or additions or are to the structural integrity of the building then notice shall be given to Lessor for approval. Lessor will not unreasonably withhold consent for the Lessee to make reasonable nonstructural alterations, modifications, or improvements to the leased premises.
- B. Lessee may alter any locks or any security devices on the Property or the leased premises without Lessor's consent. If Lessee changes, adds, or rekeys any locks or other security devices, Lessee must provide Lessor the new keys and access devices.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Section XV will, at its expense, modify or alter the item in compliance with the order and in compliance with Sections XVI.A and XVII.

## XVII. LIENS

- A. Lessee may not do anything that will cause the title of the Property or leased premises to be encumbered in any way.
- B. If Lessee causes a lien to be filed against the Property or leased premises not specified in XVII (B), Lessee will within 20 days after receipt of Lessor's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Lessee will provide Lessor a copy of any release Lessee obtains pursuant to this paragraph.

### XVIII. LIABILITY

To the extent permitted by law, Lessor is NOT responsible to Lessee or Lessee's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Lessee; Lessee's agent; Lessee's guest; Lessee's employees; Lessee's patrons; Lessee's invitees; or any other persons on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses

### XIX. INDEMNITY

- A. Lessee agrees fully to indemnify, defend, and hold Lessor harmless from and against all claims and actions (and all expenses incidental to the investigation and defense thereof) based on or arising out of damages or injuries or death to any person or property caused by or arising out of the use, occupancy, or operations of the leased premises.
- B. Lessee shall not be liable for any injuries, death, damage, or loss to the extent that such injury, death, damage, or loss is caused by the fault or negligence of Lessor, its agents, or employees.
- C. Lessee and Lessor shall give to each other prompt and reasonable notice of any such claims or actions they receive.

### XX. DEFAULT

- A. If Lessor fails to comply with this lease within 30 days after Lessee notifies Lessor of Lessor's failure to comply, Lessor will be in default and Lessee may seek any remedy provided by law. If, however, Lessor's non-compliance reasonably requires more than 30 days to cure, Lessor will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Lessor does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Lessee will be in default. If Lessee fails to comply with this lease for any other reason within 10 days after Lessor notifies Lessee of its failure to comply, Lessee will be in default.
- C. If Lessee is in default, Lessor may: (i) terminate Lessee's right to occupy the leased premises by providing Lessee with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Lessor will attempt to mitigate any damage or loss caused by Lessee's breach by using commercially reasonable means. If Lessee is in default, Lessee will be liable for:
  - 1) any lost rent;
  - 2) Lessor's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
  - 3) repairs to the leased premises for use beyond normal wear and tear;
  - 4) all Lessor's costs associated with eviction of Lessee, such as attorney's fees, court costs, and prejudgment interest;
  - 5) all Lessor's costs associated with collection of rent such as collection fees, late charges, and returned check charges;

- 6) cost of removing any of Lessee's equipment or fixtures left on the leased premises or Property;
- 7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Lessee or Lessee's employees, patrons, guests, or invitees in the leased premises or Property;
- 8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
- 9) any other recovery to which Lessor may be entitled under this lease or under law.

## **XXI. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY AND LOCKOUT**

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Lessee's property; and (d) "lock-out" of Lessee.

## **XXII. HOLDOVER**

- A. If Lessee fails to vacate the leased premises at the time this lease ends, Lessee will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Lessor.
- B. No holding over by Lessee, with or without the consent of Lessor, will extend this lease. Lessee will indemnify Lessor and any prospective lessees for any and all damages caused by the holdover. Rent for any holdover period will be the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

## **XXIII. LESSOR'S LIEN AND SECURITY INTEREST**

To secure Lessee's performance under this lease, Lessee grants to Lessor a lien and security interest against all of Lessee's nonexempt personal property that is in the leased premises or Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Lessor may file a copy of this lease as a financing statement.

## **XXIV. ASSIGNMENT AND SUBLetting**

Lessor may assign this lease to any subsequent owner of the Property. Lessee may assign this lease or sublet any part of the leased premises without Lessor's written consent.

## **XXV. RELOCATION**

Lessor may not require Lessee to relocate to another location in the Property without Lessee's prior consent,

## XXVI. SUBORDINATION

- A. This lease and Lessee's leasehold interest are and will be subject, subordinate, and inferior to:
  - 1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Lessor authorizes;
  - 2) all advances made under any such lien, encumbrance, or ground lease;
  - 3) the interest payable on any such lien or encumbrance;
  - 4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - 5) any restrictive covenant affecting the leased premises or the Property; and
  - 6) the rights of any owners' association affecting the leased premises or Property.
- B. Lessee must, on demand, execute a subordination, attornment, and non-disturbance agreement that Lessor may request that Lessee execute, provided that such agreement is made on the condition that this lease and Lessee's rights under this lease are recognized by the lien-holder,

## XXVII. ESTOPPEL CERTIFICATES

Within 10 days after receipt of a written request from Lessor, Lessee will execute and deliver to Lessor an estoppel certificate that identifies the terms and conditions of this lease.

## XXVIII. CASUALTY LOSS

Lessee must immediately notify Lessor of any casualty loss in the leased premises. Within 20 days after receipt of Lessee's notice of a casualty loss

## XXIX. CONDEMNATION

If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Lessor and Lessee has no claim to such proceeds or award. Lessee may seek compensation from the condemning authority or Lessor for its moving expenses and damages to Lessee's personal property.

## XXX. ATTORNEY'S FEES

Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, from the non-prevailing party.

## XXXI. GOVERNING LAW AND VENUE CLAUSE

- A. **THIS AGREEMENT IS MADE AND ENTERED INTO THE STATE OF TEXAS AND SHALL IN ALL RESPECTS BE INTERPRETED, ENFORCED AND GOVERNED UNDER THE LAWS OF THE STATE OF TEXAS.** The language in all parts of the Agreement shall be in all cases construed as a

whole according to its meaning and not strictly for or against any Party.

B. This Agreement shall be governed in all respects by the laws of the State of Texas and any claim or dispute between the parties must be resolved by a court located in Jefferson County, Texas except as otherwise agreed by the parties as described in the Arbitration Option paragraph below. The parties agree to submit to the personal jurisdiction of the courts located within Jefferson County, Texas for the purpose of litigating all such claims or disputes.

C. Arbitration Option – For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration can be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration does not require personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

### **XXXII. REPRESENTATIONS**

A. Lessee's statements in this lease and any application for rental are material representations relied upon by Lessor. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Lessee makes any misrepresentation in this lease or in any application for rental, Lessee is in default.

B. Lessor is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person.

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation,

### **XXXIII. ADDENDA**

Incorporated into this lease are the addenda, exhibits and other information marked Addenda and Exhibit.



Commercial Lease Beaumont Dream Center/Harbor House Foundation

#### XXXIV. NOTICES

All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Lessee at:	<b>Beaumont Dream Center</b>	<b>Harbor House Foundation</b>
Address:	700 North St., Beaumont, Texas, 77701	2707 Harper Rd. Choctaw, Oklahoma, 73020
Phone:	(409) 234-5255	(405) 837-2032
Fax:		

Lessee also consents to receive notices by e-mail at: [director@beaumontdreamcenter.org](mailto:director@beaumontdreamcenter.org)

Lessor also consents to receive notices by e-mail at:

Lessor: **Jefferson County**

**Jeff R. Branick, County Judge**

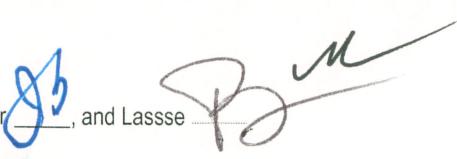
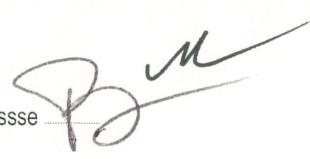
**Fred Jackson, Staff Attorney**

Address:	P.O. Box 4025, Beaumont, TX 77704
Phone:	409-835-8466
Fax:	409-839-2311
Email:	<a href="mailto:jbranick@co.jefferson.tx.us">jbranick@co.jefferson.tx.us</a> <a href="mailto:fjackson@co.jefferson.tx.us">fjackson@co.jefferson.tx.us</a>

Kathleen Kennedy  
Chief of Civil Division  
1085 Pearl St., Beaumont, TX 77701  
409-835-8577  
[kkennedy@co.jefferson.tx.us](mailto:kkennedy@co.jefferson.tx.us)

#### XXXV. SPECIAL PROVISIONS

- A. **Section III Term, E;** If governmental body so allows, Lessee shall be able to obtain a Certificate of Occupancy, on a building by building basis, as repairs are made.
- B. **Section VII Utilities, A;** Lessee will be granted a 6 (six) month period from the commencement of the lease in which utilities will be waived and continue to be paid by Jefferson County during this time.
- C. **Section IX Use and Hours, B;** Lessee will operate residential services that will facilitate business hours being on a 24/7 (twenty-four hours a day/seven days a week) basis.
- D. **Section XV Maintenance and Repairs, C;** Based on the condition of the property at time of lease commencement, Lessor will allow Lessee to make said repairs on a building by building

Initiated by Lessor  and Lasse 

basis as the Lessee begins to occupy them. Mowing of the property will be the responsibility of Lessee beginning on the Commencement Date of this Agreement.

- E. **Section XV Maintenance and Repairs, D**; Lessee, at its discretion, may enlist the help of trained and qualified repair persons through donations or vocational training services to perform maintenance at the facility.
- F. **Section XV Maintenance and Repairs, E**; In lieu of a service contract, Lessee, may at its discretion, procure HVAC maintenance contracts through donations from an authorized HVAC maintenance individual or company.
- G. **Section XVII Liens, A**; The exception to this rule would be for the construction of Affordable Housing Units built using grant awards from the Federal Home Loan Bank's Affordable Housing Program. These awards have a stipulation for a fifteen (15) year reporting period and because of this requirement, the FHLB requires a lien for the life of the reporting period to insure said reporting.

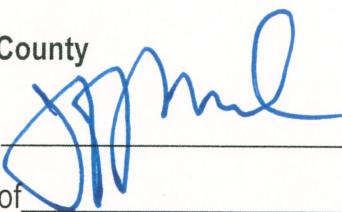
#### XXXVI. AGREEMENT OF PARTIES

- A. Entire Agreement: This lease contains the entire agreement between Lessor and Lessee and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Lessees are jointly and severally liable for all provisions of this lease, Any act or notice to, or refund to, or signature of, any one or more of the Lessees regarding any term of this lease, its renewal, or its termination is binding on all Lessees.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable,
- F. Waiver; Lessor's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Lessee or any other term in this lease.
- G. Quiet Enjoyment: Provided that Lessee is not in default of this lease, Lessor covenants that Lessee will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Lessor's performance of a term in this lease is delayed by strike, lock.. out, shortage of material, governmental restriction, riot, flood, or any cause outside Lessors control, the time for Lessor's performance will be abated until after the delay,
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Commercial Lease Beaumont Dream Center/Harbor House Foundation

**Lessor:**

Jefferson County

Signature: 

On Behalf of \_\_\_\_\_

Title: County Judge

Date: 10. 30. 2017

**Lessees:**

Beaumont Dream Center

Federal Tax ID No.: 81-4478128

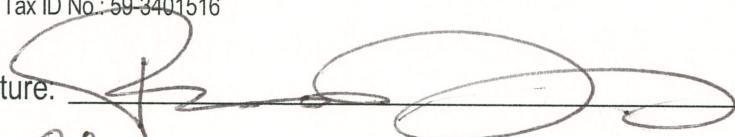
Signature: 

Title: Executive Director

Date: 10/31/17

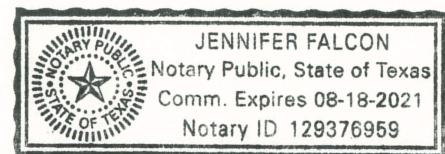
Harbor House Foundation

Federal Tax ID No.: 59-3401516

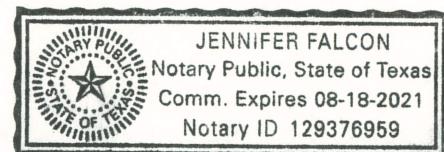
Signature: 

Title: Chairman

Date: 10/31/2017



JENNIFER FALCON  
Jennifer Falcon 10/31/17



JENNIFER FALCON  
Jennifer Falcon 10/31/17

Initiated by Lessor  and Lassse 

Exhibit A - TYC Deed to Jefferson County, Pg 1 of 7

RECEIVED  
JAN 03 2014

TEXAS  
JUVENILE★JUSTICE  
DEPARTMENT

December 31, 2013

The Honorable Jeff Branick  
County Judge  
Jefferson County Courthouse  
1149 Pearl St.  
Beaumont, Texas 77701

Dear Judge Branick:

Attached please find the Deed Without Warranty which conveys the the Al Price Juvenile Correctional Facility located at Hwy 69 and FM 3514 in Beaumont, Texas to Jefferson County, Texas.

After acceptance, please return it to our office, along with any resolution or formal acceptance completed at the January 6, 2014 meeting you mentioned to me in our last correspondence. We will then file the Deed and maintain the original.

I hope this finds you after an enjoyable holiday. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that appears to read "Chelsea B".

Chelsea Buchholtz  
Deputy General Counsel

CB:mt

Enclosure: Deed Without Warranty

## Exhibit A - TYC Deed to Jefferson County, Pg 2 of 7

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEED WITHOUT WARRANTY**

**STATE OF TEXAS** § **KNOW ALL BY THESE**  
§  
**COUNTY OF JEFFERSON** § **PRESENTS:**

That the **STATE OF TEXAS**, acting by and through the **TEXAS JUVENILE JUSTICE DEPARTMENT** ("Grantor"), by virtue of the authority vested by Act of May 18, 2013, 83rd Leg., R.S., ch. 61, § 1, 2013 Tex. Gen. Laws 116, for good and valuable consideration has GRANTED, BARGAINED, and CONVEYED, and by these presents does GRANT, BARGAIN, and CONVEY unto **JEFFERSON COUNTY, TEXAS** ("Grantee") the following described tract of land in Jefferson County, Texas (collectively the "Property"), to wit:

Approximately 50.234 acre tract of land being out of the T. & N.O.R.R. Survey, Section No. 1, Abstract No. 257 and the W.M. Carroll Survey, Abstract No. 13, Jefferson County, Texas, and out of and a part of tracts 15-A and 14-A of the partition map no. 2 of the McFaddin Trust as recorded in Vol. 7, Pg. 133, of the map records of Jefferson County, said tract 15-A being conveyed to Jefferson County by that certain deed from J.L. Caldwell Company Trust as recorded on film code no. 102-98-2140, and said tract no. 14-A from Divernon M. Berly to Jefferson County as recorded on film code no. 102-98-2006, Jefferson County Deed Records, said 50.234 acre tract being more fully and particularly described by metes and bounds as follows:

For a locative corner, a Gulf States Utilities Company concrete monument found at the intersection of the Southerly line of said tract 15-A and the Westerly Right-of-Way line of U.S. Highway 69,96 and 287 (338 feet wide). Said monument also being the Southeast corner of a Gulf States Utilities Company fee strip (198 feet wide) as recorded in Vol. 1586, Pg. 196 of the Deed Records of Jefferson County, Texas;

THENCE North 23 degrees 37' 09" West with the Westerly Right-of-Way line of said Highway for a distance of 216.64' to a 1/2" iron rod found at the intersection of the Northerly line of said fee strip and the Westerly Right-of-Way line of said Highway and being the Southeast corner of that certain tract described in deed from J.L. Caldwell Company Trust to

## Exhibit A - TYC Deed to Jefferson County, Pg 3 of 7

Jefferson County and recorded of film code no. 102-98-2140, Jefferson County Deed Records;

THENCE North 23 degrees 57' 31" West along the Westerly Right-of-Way line of said Highway and the Easterly line of tract 15-A for a distance of 1098.15' to a 1/2" iron rod set for the Southeast corner of the herein described tract and THE PLACE OF BEGINNING;

THENCE North 79 degrees 06' 40" West a distance of 1462.25' to an iron rod set for the Southwest corner of the herein described tract;

THENCE North 23 degrees 57' 31" West 1200' from and parallel to the Westerly Right-of-Way line of U.S. Highway 69,96 and 287 for a distance of 1825.0' to an iron rod set for the Northwest corner of the herein described tract, said corner being located in the Northerly line of the Jefferson County 250 acre tract and the Southerly line of a 689.690 acre tract from Jefferson County to the Texas Department of Criminal Justice and described in deed on film code no. 102-98-2207, Jefferson County Deed Records;

THENCE South 79 degrees 06' 40" East along the Northerly line of said Jefferson County 250 acre tract and the Southerly line of the Texas Department of Criminal Justice 689.690 acre tract for a distance of 1442.66' to a 3.25" aluminum disk set in the Southerly Right-of-Way line of proposed F.M. 3514 as described in a donation deed from Jefferson County to the Texas Department of Transportation and recorded on film code no. 104-16-1046, Jefferson County Deed Records;

THENCE South 27 degrees 54' 08" East along the proposed South Right-of-Way line of F.M. 3514 a distance of 233.76' to a 3.25" aluminum disk set in the existing Right-of-Way line of U.S. Highway 69.96 and 287;

THENCE South 23 degrees 57' 31" East along the Westerly Right-of-Way line of said Highway and the Easterly line of the herein described tract a distance of 1602.99' to the POINT OF BEGINNING and containing 50.234 acres, more or less.

All oil, gas, lignite, sulphur and other minerals, mineral rights and royalties not previously reserved or otherwise severed or conveyed, if any, are reserved and retained by Grantor, together with all attendant mineral rights, royalty interests, and development rights, together with any and all rights of leasing, ingress and egress, exploration and development, if any, are reserved and retained by Grantor. Grantor further reserves and retains all rights and interests in and to groundwater underlying the Property, together with any and all rights of leasing, testing, exploration, production, development and storage, including without limitation: (a) the right to use the surface estate for purposes of testing, exploration, production and development of the groundwater estate and storage of

## Exhibit A - TYC Deed to Jefferson County, Pg 4 of 7

produced groundwater; (b) the right to place, construct, maintain and operate wells, pipelines, utilities, pumps, meters and other related infrastructure upon the appurtenant surface estate; and (c) the right of ingress and egress across the appurtenant surface estate necessary for purposes of testing, exploration, production and development of the groundwater estate and storage of produced groundwater, including construction, operation and repair of any groundwater collection and distribution systems. Provided, however, that Grantee shall have the right to use so much of the groundwater underlying the said Property as may be reasonable and necessary for Grantee's household and domestic purposes only. Grantee, its successors, and assigns shall have no right to use any groundwater underlying the Property conveyed herein for any commercial or industrial purposes.

PROVIDED HOWEVER, that, by accepting the Property, Grantee agrees that it shall use the Property only for a purpose that benefits the public interest of the State. If the Property conveyed herein is not used for a purpose that benefits the public interest of the State, all rights, title and interest in and to the Property shall automatically revert to the Grantor and the Grantor shall have the right of immediate entry onto the Property.

TO HAVE AND TO HOLD, subject to the reservations and exceptions herein, the Property, together with all and singular the rights, improvements and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE HAS INSPECTED THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION AND TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF THE STATE OF TEXAS, AS GRANTOR, INCLUDING THE TEXAS JUVENILE JUSTICE DEPARTMENT, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITION. GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. THE STATE OF TEXAS AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF

Exhibit A - TYC Deed to Jefferson County, Pg 5 of 7

**HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.**

This conveyance is made subject to any and all existing covenants, conditions, reservations, restrictions, rights of way, easements, and leases, if any, that are valid, in existence, and of record, or visible and apparent upon the ground of the Property.

(Remainder of page intentionally left blank. Signature pages follow.)

## Exhibit A - TYC Deed to Jefferson County, Pg 6 of 7

Signature Page

Witness my hand and seal of office effective this the 30 day of December, 2013

**GRANTOR:**

The **STATE OF TEXAS**  
on behalf of the Texas Juvenile Justice Department

By:

Mike Griffiths  
Mike Griffiths, Executive Director  
Texas Juvenile Justice Department

**STATE OF TEXAS** §  
§  
**COUNTY OF TRAVIS** §

Personally appeared before me this 30 day of December, 2013,  
Mike Griffiths, Texas Juvenile Justice Department, and acknowledged that he  
approved the foregoing Deed in that capacity.

JM Cantu  
Notary Public  
My Commission Expires: 07-15-2017



## Exhibit A - TYC Deed to Jefferson County, Pg 7 of 7

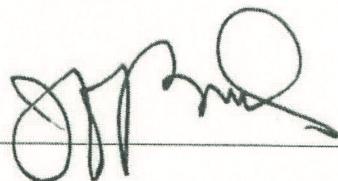
Signature Page

This Deed Without Warranty with all its terms and provisions is hereby accepted.

**GRANTEE:**

**JEFFERSON COUNTY,  
STATE OF TEXAS**

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



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

1.13.14

After recording return to:

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**NOTE TO COUNTY CLERK: PROPERTY CODE §12.006, COMBINED  
WITH GOVERNMENT CODE §2051.001, AUTHORIZES THE  
RECORDATION OF THIS INSTRUMENT WITHOUT ACKNOWLEDGMENT  
OR FURTHER PROOF.**



# Resolution

STATE OF TEXAS

§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 6<sup>th</sup> day of November, 2017, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, ***Edmund C. Woodsmall***, has devoted 8 years and 11 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Edmund C. Woodsmall***, has dedicated his talents and pledged his services as a Peace Officer for the Jefferson County Sheriff's Office; and

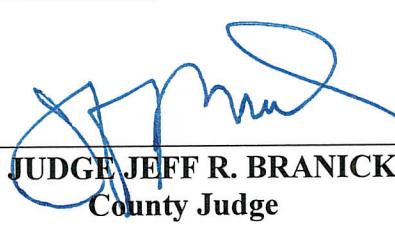
WHEREAS, ***Edmund C. Woodsmall***, has dedicated his services as a Deputy in Law Enforcement for the Jefferson County Sheriff's Office, serving as Courthouse Security the Jefferson County Courthouse; and

WHEREAS, through hard work and commitment to excellence, ***Edmund C. Woodsmall***, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Edmund C. Woodsmall***, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend ***Edmund C. Woodsmall***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 6<sup>th</sup> day of November, 2017.

  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER BRENT WEAVER  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 6<sup>th</sup> day of November, 2017, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, *Patricia A. Fooths*, has devoted 23 years and 6 months of her serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Patricia A. Fooths*, has dedicated her talents and services as a Corrections Officer and as a Desk Officer in Book-in in the Correctional Facility for the Jefferson County Sheriff's Office; and

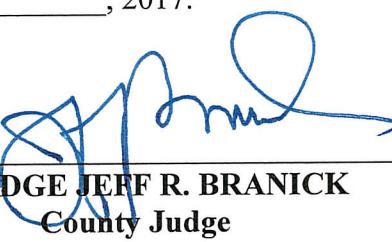
WHEREAS, *Patricia A. Fooths*, has pledged her services as a Corrections Officer, following policies, procedures, rules and regulations for the care and custody of inmates, also responding to emergency situations involving the evacuation of inmates for two hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, *Patricia A. Fooths* has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, *Patricia A. Fooths*, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

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

SIGNED this 6<sup>th</sup> day of November, 2017.

  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**Special, November 06, 2017**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, November 06, 2017