

*Notice of Meeting and Agenda and Minutes  
January 22, 2018*

**SPECIAL, 1/22/2018 1:30:00 PM**

BE IT REMEMBERED that on January 22, 2018, 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 (ABSENT)

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

**Notice of Meeting and Agenda and Minutes**  
**January 22, 2018**

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**January 22, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **22nd day of January 2018** 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:

WORKSHOP-10:30 a.m.- To receive information regarding registration and participation in the 2020 Census Local Update of Census Addresses Operation (LUCA).

WORKSHOP-11:00 a.m.- To receive information from McGriff, Seibels and Williams regarding 2018 Insurance Renewals for Property, Boiler & Machinery, Excess Workers Compensation , Public Officials Liability & Crime Coverage.

11:30 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending or possible litigation against the County.

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

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**PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three**

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**PURCHASING:**

1. Consider, approve, and execute Change Order No. 2 for (IFB 17-008/JW), Cheek Phase V – Cheek Community Sewer Improvements (Grinder Pump and Force Main Installation) (TxCDBG No. 7216231) with BDS Constructors, LLC dba MK Constructors for an increase of (21) working days due to inclement weather conditions; bringing the total number of working days for this project from (90) days to (111) days. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture.

**SEE ATTACHMENTS ON PAGES 8 - 10**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file Change Order No. 3 for (IFB 16-022/JW), Taxiway D Reconstruction (2016) at Jack Brooks Regional Airport with ALLCO, LLC. for a decrease of \$3,508.05 due to a decrease in excavation for the project; bringing the total contract amount from \$2,211,515.40 down to \$2,208,007.35. This change order will increase the number of contract working days by (2) two days; bringing the total number of working days from (227) days up to (229) days. This project is funded by AIP Grant # 32.

**SEE ATTACHMENTS ON PAGES 11 - 13**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

3. Consider and approve donation of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

**SEE ATTACHMENTS ON PAGES 14 - 15**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**ADDENDUMS**

***Notice of Meeting and Agenda and Minutes***  
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4. Consider and approve, execute, receive and file a Contract Amendment to an Offer from Mr. Saiyad Ali to purchase Jefferson County land located on Viterbo Road (Known as “Precinct No. 2 Rock Yard”); in response to (RFQ 17-014/JW), Commercial Realtor Brokerage Services for Land Located on Viterbo Road (Known as “Precinct No. 2 Rock Yard”). This amendment will extend the closing date from January 17, 2018 to February 28, 2018.

**SEE ATTACHMENTS ON PAGES 16 - 17**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY AIRPORT:**

5. Consider, possibly approve, and authorize the County Judge to execute an Amended Inter-local Agreement for Construction of Airport Development Infrastructure Improvements.

**SEE ATTACHMENTS ON PAGES 18 - 23**

**Action: TABLED**

**COUNTY AUDITOR:**

6. Regular County Bills - check #442309 through checks #442418.

**SEE ATTACHMENTS ON PAGES 24 - 28**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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## **COUNTY COMMISSIONERS:**

7. Consider, possibly approve, authorize the County Judge to execute and receive and file Master Clinical Affiliation Agreement between Lamar University and Jefferson County, Texas to renew the agreement for the clinical training of students.

**SEE ATTACHMENTS ON PAGES 29 - 38**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

8. Receive and consider a Presentation from Ronnie Moon regarding the Pleasure Island Project.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **DISTRICT CLERK:**

9. Consider and possibly approve granting extended leave without pay for up to 90 days for Nicole Fontenot, a District Clerk employee.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **ENGINEERING:**

10. Consider and possibly approve a pdf of Quail Run Subdivision, a called 68.85 and a called 26.06 acre tract totaling 94.91 acres, located off of F.M. Highway 365 in Precinct No. 4. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 39 - 40**

**Action: TABLED**

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**MOSQUITO CONTROL:**

11. Consider and approve downgrade of the Chief Pilot/Aircraft Mechanic position to a Pilot/Aviation Supervisor with a grade of 65 and budgeted at \$72,000 which is a reduction of \$8,071 and a reclassification of a Pilot/Aircraft Mechanic position to a Pilot/Mechanical Supervisor with a grade of 65 and budgeted at \$72,000 which is an increase of \$6,053. The net annual savings for these changes including fringes is approximately \$2,798.

**SEE ATTACHMENTS ON PAGES 41 - 41**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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



## Construction Contract Change Order

**A505**

 Grant Recipient: JEFFERSON COUNTY, TEXAS

 Select:  City  County

 Contract No.: 7216231

 Change Order No.: 2

 Region: SETRPC
**Contractor:**

(Name and Address) MK Constructors  
2485 North St.  
Vidor, Texas 77662

**Engineer:**

(Name and Address) Action Civil Engineers, PLLC.  
8460 Central Mall Drive  
Suite J  
Port Arthur, Texas 77642

 Select Change Order Type(s):  Change to Existing Line Items  New Items Requested  Change in Contract Duration

Grant recipient is requesting Texas Department of Agriculture review to determine eligibility of change order expenses.

**Changes to Existing Line Items (Items from original bid or added in previous change order ONLY)**

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	+
								-
Contract Change Sub-Total:								

**Change in Contract Duration**

Provide explanation below (attach separate documentation as necessary).

Rain Days

Original Contract End Date:	<u>3/4/2018</u>
Net change of previous Change Orders (days):	<u>0</u>
Increase/Decrease of this Change Order (days):	<u>21</u>
Change Order Contract End Date	<u>3/25/2018</u>

**Justification for Change**

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Change Order Summary

Original Contract Price:	\$205,864.00	Original Contract End Date:	3/4/2018
Net Previous Change Order(s):	\$0.00	Net change of previous Change Orders (days):	0
This Net Change Order:		Increase/Decrease of this Change Order (days):	21
New Contract Price:	\$205,864.00	Change Order Contract End Date	3/25/2018
Cumulative % Change:	0.0%		

**NOTE:** Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase of 25% or more.

### Grant Recipient Approval (REQUIRED)



Authorized Signature

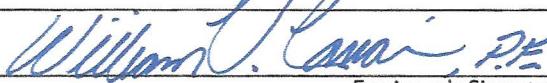
JANUARY 22, 2018

Date

Jeff R. Branick, Jefferson County Judge

Authorized Signatory's Name and Title

### Engineer's Recommendation



Engineer's Signature

1/18/18

Date

William V. Larrain, P.E.

Engineer's Name

### Contractor's Authorization

Contractor's Signature

Date

Contractor's Name and Title

To receive an email copy of the TDA response, provide contact information below

Name

Email

+

-

### For TDA office use only

This Net Change Order:		Increase/decrease of this Change Order (days):	21
Net Change Order Approved:		Increase/decrease of this Change Order Approved:	
Approved Contract Amount:		Approved Contract Time:	

Notes:

Contract Specialist Signature

Date

This form required as of September 1, 2016.  
All previous versions no longer valid.

Director Signature (optional) Date

IFB 16-0221 JW

PO# 061140



3010 Gaylord Parkway  
Suite 190  
Frisco, TX 75034  
TEL 972.377.7480  
FAX 972.377.8380  
www.GarverUSA.com

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### Construction Contract Change Order

Project: Jack Brooks Regional Airport - Taxiway D Reconstruction (2016) Beaumont, TX Garver Job No. 16121502	Change Order No. 3
Owner: Jack Brooks Regional Airport / Jefferson County 5000 Jerry Ware Drive Suite 100 Beaumont, TX	Date Prepared: December 13, 2017 Prepared by: Garver
	Contractor: ALLCO P.O. Box 3684 Beaumont, TX 77704

Description of Work Included in Contract  
Reconstruction and Realignment of Taxiway D, between Taxiway F and Taxiway H

#### Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

- A Reconciliation of Contract Amount
- B Additional Borrow Excavation caused by unforeseen conditions

#### Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A.	SS-120-2	Lighted Runway Closure Markers	Day	10	\$275.00	4	\$275.00	\$2,750.00	\$1,100.00
B.	P-152-2	Borrow Excavation	CY	6000	\$27.00	7,789	\$27.00	\$162,000.00	\$210,303.00
C.	P-154-1	8" Subbase Course	SY	7390	\$27.00	7,132	\$27.00	\$199,530.00	\$192,584.00
D.	P-155-1	Lime Treated Subgrade	SY	7,930	\$20.00	6,926	\$20.00	\$158,600.00	\$138,520.00
D.	P-155-2	Lime	Ton	300	\$170.00	255	\$170.00	\$51,000.00	\$43,350.00
E.	P-156-1	Sediment Control Fence	LF	2680	\$4.00	2500	\$4.00	\$10,720.00	\$10,000.00
F.	P-620-1	Retro-Reflective Pavement Markings	SF	3500	\$3.15	3913	\$3.15	\$11,025.00	\$12,325.95
F.	P-620-3	Non-Reflective Black Outline	SF	5050	\$3.00	5204	\$3.00	\$15,150.00	\$15,612.00
G.	T-901-1	Seeding	Acre	7.1	\$3,400.00	6	\$3,400.00	\$24,140.00	\$20,400.00
H.	L-108-5.2	No. 8, AWG 5KV, L824, Type C, Cable, Trench	LF	6900	\$1.30	4745	\$1.30	\$8,970.00	\$6,168.50
H.	L-108-5.3	No. 6, AWG Solid, Bare Counterpoise Wire, Trench	LF	5200	\$1.30	4325	\$1.30	\$6,760.00	\$5,622.50
H.	L-108-5.4	Trenching for Direct Bury Bare CP Wire, 8"	LF	5100	\$2.60	4325	\$2.60	\$13,260.00	\$11,245.00
I.	L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2" C	LF	5100	\$8.60	4360	\$8.60	\$43,860.00	\$37,496.00
CO.1	CO1-01	Extra Thickness-Pavement Demo	LS	1	\$10,500.00	1	\$10,050.00	\$10,500.00	\$10,050.00
								\$0.00	\$0.00
							Summation of Cost	\$718,265.00	\$714,756.95
							Net Cost for this Change Order	(\$3,508.05)	

#### Estimated Project Cost

Original Contract Amount	Estimated Project Cost	Time Change
\$2,207,225.00		Contract Start Date
Previously Approved Change	\$4,280.40	Original Contract Time (calendar days)
This Change Order	(\$3,508.05)	Previously Approved Changes (calendar days)
New Contract Amount	\$2,208,007.35	Additional Contract Time This Change Order (calendar days)
		Suspended Time (calendar days)
		New Construction Completion Date
		August 20, 2017

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS  
INDICATED ABOVE  
Engineer: Garver

*Colin Biles*  
Engineer's Signature

Project Manager

12/26/17

Title

Date

ACCEPTED BY  
CONTRACTOR

*Frank J. Branier*  
Contractor's Signature

VP

12/20/17

Title

Date

APPROVED BY  
OWNER

*Jefferson County Judge*

JANUARY 22, 2018

Title

Date



ATTEST  
DATE

*Frank J. Branier*  
Signature



Design Build  
Construction Management  
General Contractors

P.O. Box 3684, Beaumont, Texas 77704 Phone: 409-860-4459 Fax: 409-860-3857  
Email: [allco@allco.com](mailto:allco@allco.com)

July 3, 2017

Garver  
11111 Katy Freeway, Suite 910  
Houston, TX 77079  
Attn: Colin Bible

Re: Jefferson County  
Jack Brooks Airport  
Taxiway D Reconstruction  
Change Order Request #5—Additional Fill/Borrow Excavation

Dear Mr. Bible:

Allco proposes a change order in the amount of \$53,163.00 for additional borrow excavation as a result of the thicker concrete that was removed. As noted in Change Order No. 1, the existing concrete to be removed was shown to be 10"-12" thick. Upon further investigation it was determined the area in question was mostly 15" thick and along Taxiway F it was 24" to 30" thick. This resulted in additional backfill that was not included in the original bid quantity. See breakdown below:

<u>ADDITIONAL BORROW EXCAVATION (CY)</u>	<u>BID UNIT PRICE (\$)</u>	<u>TOTAL (\$)</u>
1,969	\$27.00	\$ 53,163.00

See attached topographic survey backup. Please let me know if you require any additional information.

Please contact the undersigned if you have any questions or issues concerning this matter.

Respectfully,

Allco, LLC

Brandon Harrison

180 CY of material was previously paid  
under item P-152-1 Unsuitable  
Excavation. The remaining total of  
overrun is 1,789 CY.

Project File Data		Coordinate System	
Name:	C:\Bid Folder\JOB FOLDERS\TAXI WAY TOMMY KELLY\topo airport field 1.vce	Name:	Default
Size:	64 KB	Datum:	WGS 1984
Modified:	1/17/2017 8:54:15 AM (UTC:-6)	Zone:	Default
Time zone:	Central Standard Time	Geoid:	Vertical datum:
Reference number:			
Description:			

## Earthwork Volume Report

### Unclassified surface compared to Unclassified surface

Surfaces	
topo stock pile airport	Classification: Unclassified
topoendjob	Classification: Unclassified

Bank Volumes Based on Surface Geometry Alone	
Cut material:	7,970.5 yd <sup>3</sup>
Fill material:	1.2 yd <sup>3</sup>
Excess:	7,969.2 yd <sup>3</sup>

Note: 'Cut Material' is defined as material where [topoendjob] is lower than [topo stock pile airport]. 'Fill Material' is defined as the volume of material where [topoendjob] is higher than [topo stock pile airport].

Note: The above volumes are calculated solely from the geometries of the selected surfaces. No material properties are applied to the above numbers.

Date: 6/21/2017 4:50:31 PM	Project: C:\Bid Folder\JOB FOLDERS\TAXI WAY TOMMY KELLY\topo airport field 1.vce	Business Center - HCE
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**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

Date: January 18, 2018

Re: Donation of Salvage Property – Computers & Equipment

Consider and possibly approve donation of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

Thank you.

Jefferson County Surplus  
to be  
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
	PERSONAL COMPUTERS		
MIS	GATEWAY E-4000	0030124402	27167
MIS	GATEWAY E-4000 DELX	0031830699	30123
MIS	GATEWAY E4300	0035050651	28950
MIS	GATEWAY E4300	0035481538	29149
MIS	GATEWAY E4300	0035481541	29186
MIS	GATEWAY E-4300	0035481543	29108
MIS	GATEWAY E4300	0035481544	29147
MIS	GATEWAY E-6500D SB	0036578622	29865
MIS	GATEWAY E-6500D SB	0036578643	29948
MIS	GATEWAY E-6500 SB	0036935463	30183
MIS	GATEWAY E-6610D SB	0037234510	30493
MIS	GATEWAY E-6610D SB	0037225417	30955
MIS	GATEWAY E-6610D SB	0039107248	31148
MIS	GATEWAY E-6610D	0040454226	32332
MIS	GATEWAY E-6610D	0004500434	32864
MIS	DELL OPTIPLEX 760	4XG35J1	33352
MIS	DELL OPTIPLEX 760	4XG55J1	33354
MIS	DELL OPTIPLEX 760	4XG65J1	33355
MIS	DELL OPTIPLEX 760	4XG75J1	33356
MIS	DELL QUAD CORE XEON	JCVWWTK1	33454
MIS	DELL OPTIPLEX 780	BFYT1P1	33770
MIS	DELL OPTIPLEX 780	7KB2PN1	33806
MIS	DELL OPTIPLEX 520	JP5SJ81	31996
MIS	DELL OPTIPLEX 520	3Q5SJ81	31997
MIS	DELL OPTIPLEX 7010	DBLW8V1	34263
MIS	An assortment of Flat Panel Screen Monitors		
MIS	An assortment of Mice, Keyboards, Cables, Plugs		
MIS	3 Un-tagged Laptops, 3 Printers		

**contact person: Andrae Thierry**



TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL CONTRACT AMENDMENT**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
 ©Texas Association of REALTORS®, Inc. 2010

**AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER  
 CONCERNING THE PROPERTY AT**

**17.97 acres on Viterbo Road**

Effective January 17, 2018, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

Cash portion payable by Buyer at closing. .... \$ \_\_\_\_\_

Sum of all financing described in the contract. .... \$ \_\_\_\_\_

Sales price (sum of cash portion and sum of all financing) .... \$ \_\_\_\_\_

B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to:

C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

(TAR-1932) 1-26-10

Initialed for Identification by Seller: \_\_\_\_\_, \_\_\_\_\_, and Buyer \_\_\_\_\_

DS  
 SL

Page 1 of 2

Wheeler Commercial, 470 Orleans Street, 12th Floor Beaumont, TX 77701  
 Erica Goss

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Phone: 409-899-3300

Fax: 409-899-3301

17.97 AC Viterbo -

Amendment to Commercial Contract concerning 17.97 acres on Viterbo Road

D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on \_\_\_\_\_.

(1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of \$ \_\_\_\_\_. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)

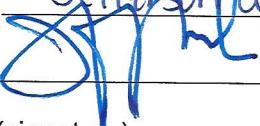
(2) Buyer has paid Seller additional consideration of \$ \_\_\_\_\_ for the extension. This additional consideration  will  will not be credited to the sales price upon the closing of the sale.

E. Closing: The closing date in Paragraph 10A of the contract is changed to February 28, 2018.

F. Expenses: At closing Seller will pay the first \$ \_\_\_\_\_ of Buyer's expenses under Paragraph 13 of the contract.

G. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

H. Other Modifications:

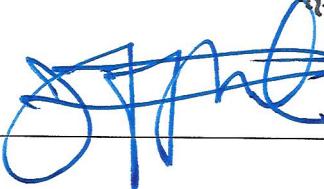
Seller: Jefferson County, TexasBy: 

By (signature): \_\_\_\_\_  
 Printed Name: Jeff R. Branick  
 Title: County Judge

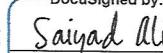
By: \_\_\_\_\_

By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

(TAR-1932) 1-26-10

ATTEST  
DATE 1/23/18Buyer: 

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

DocuSigned by:  
 By (signature):   
 Printed Name: Saiyad Ali  
 Title: \_\_\_\_\_

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

By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**AGENDA ITEM****January 22, 2018**

Consider, possibly approve, and authorize the County Judge to execute an Amended Inter-local Agreement for Construction of Airport Development Infrastructure Improvements.

THE STATE OF TEXAS §  
§  
COUNTY OF JEFFERSON §

**AMENDED INTERLOCAL AGREEMENT FOR CONSTRUCTION  
OF AIRPORT DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS**

**WHEREAS**, on or about 2010, the City of Nederland (herein the "City"), with the consent of Jefferson County (herein the "County") and other entities, annexed property within the grounds of the Jack Brooks Regional Airport (herein the "Airport") managed and controlled by the County; and

**WHEREAS**, the Parties to this Agreement, which consist of the City, the Nederland Economic Development Corporation (hereinafter called "NEDC") and the County, agree that it would be advantageous to all Parties to provide opportunities for the commercial development of certain portions of the City annexed portion of the Airport property (herein the "Property") ; and

**WHEREAS**, the NEDC, tasked with assisting the economic development of the City, has agreed to provide certain funding opportunities to the County to expedite the completion of certain improvements necessarily associated with the commercial development of the Property; and

**WHEREAS**, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; and

**WHEREAS**, the governing bodies of each party find that the performance of this agreement is in the common interest of all parties.

**NOW THEREFORE, BE IT RESOLVED** that the parties, pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) each acting through their respective governing bodies, hereby enter into this Interlocal Agreement (herein the “Agreement”).

## I. RECITALS

All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

## II. PURPOSE

The purpose of this agreement is to provide funding opportunities (herein the “NEDC Funding”) for construction by the NEDC of certain infrastructure improvements to the Property necessary to allow for the commercial development of that portion of the Airport Property immediately adjacent to the Highway 69 frontage road (herein the “Project”), and to allow for repayment of the NEDC Funding from income sources, not yet available to the County, but which income sources will be made available and/or created

from completion of the Project. The Property and the location of the Project are as detailed in Exhibit "A" attached hereto.

### III. Scope of Agreement

(a) The Parties have been advised that until such time as certain infrastructure improvements (herein the "Infrastructure") to the Property have been completed, including (i) drainage improvements, (ii) potable water access improvements and (iii) sewer access improvements, the commercial development of the Property will be significantly delayed, if not precluded. The Parties have received estimates that the cost of completion of said Infrastructure and related improvements is estimated to be in the range of \$1,000,000.00 to a high of \$2,000,000.00. Developers (herein the "Developer") retained by the County and the Airport have advised that until commitments for the construction of such Infrastructure are completed, binding and enforceable tenant commitments (herein the "Tenant Commitments") cannot be finalized.

(b) The NEDC has agreed to provide funding to the County (the "NEDC Funding"), in an amount **NOT TO EXCEED \$2,000,000.00**, for completion of construction of the Infrastructure, with the actual tender of said NEDC Funding being **expressly subject to** the Developer disclosing and producing to the Parties, including the County, the NEDC and the City, binding and enforceable Tenant Commitments for development and occupation of the Property, with said Tenant Commitments being in numbers, form and content acceptable to the NEDC and the other Parties, in their sole discretion. In the event of receipt of Tenant Commitments acceptable to the NEDC and the other Parties, (i) the County will commence construction of the Infrastructure improvement as soon as reasonably practicable and (ii) the NEDC will, at the option of the County and/or the Airport, either reimburse the County/Airport the actual costs incurred in completion of the Infrastructure improvements detailed herein or will pay same directly on behalf of the County/Airport, subject to the maximum limitation detailed herein. Payment/reimbursement by the NEDC will be subject only to reasonable verification that the expense being paid and/or reimbursed is related to the actual construction of the subject Infrastructure improvements detailed herein.

(c) The County agrees to reimburse to the NEDC the NEDC Funding actually and finally advanced pursuant to this Agreement, with the repayment/reimbursement by the County being tendered through all net collections actually received by the County from the development of the Property, including particularly (i) all ground lease payments received by the County related to the Property, (ii) **not less than fifty (50%)** of all ad valorem tax payments received by the County on all real property leasehold improvements constructed on the Property and (iii) **not less than 50 (50%)** all business personal property and inventory ad valorem tax payments received by the County from businesses and/or entities (herein the "Tenants") occupying any leasehold improvements constructed on the Property. Payments by the County to the NEDC of said funds shall be tendered within thirty (30) days of actual receipt of said funds by the County. Alternatively, the County, at its sole option, may authorize direct payment to the NEDC by the Developer and/or the Tenants, of the funds detailed hereinabove, with said direct payments to continue, at the option of the County, until the net aggregate NEDC Funding has been repaid in full.

(d) The County and NEDC recognize that reasonable and necessary easements must be granted by the County to enable contractors to construct the infrastructure envisioned in this project. The

County hereby agrees that it will review requests for easements sought by persons, firms or entities who are retained by NEDC to accomplish infrastructure work, if and when such requests are submitted to the Jefferson County Engineering Department in appropriate form. The County will endeavor to grant approval of proper easement requests as quickly as practicable.

#### **IV. TERM OF AGREEMENT**

The Effective Date of this Agreement shall be \_\_\_\_\_, 2015.

This Agreement will be in effect for one year from the Effective Date hereof and will be considered automatically renewed for each succeeding year until the NEDC Funding contemplated herein has been repaid in full, as contemplated herein, by the County, whether through sources contemplated herein or from other sources.

#### **V. AMENDMENTS**

Amendments may be made to this Agreement upon the approval of the governing bodies of the City, the County and the NEDC.

#### **VI. WITHDRAWING FROM OR JOINING AGREEMENT**

A party may withdraw from this Agreement, following a vote of its governing body, provided it has notified the other parties hereto of such action in writing at least 60 days before the intended withdrawal date. Withdrawal shall not relieve the withdrawing party of any obligations incurred prior to the withdrawal.

#### **VII. TERMINATION**

This Agreement may be dissolved at any time by the written consent of a majority of the parties, in the event of the dissolution of the Agreement, whether voluntary or involuntary or by operation of law. Notwithstanding the foregoing, in the event of said termination, to the extent all or any portion of the NEDC Funding contemplated by this Agreement has been completed prior to the date of termination, the repayment obligation of the County shall survive such termination and shall remain enforceable, in all respects, until such repayment has been completed or until such repayment obligation has been waived, in whole or in part, by the NEDC and approved by the City.

#### **VIII. CURRENT REVENUES**

Each party shall pay for the performances of services and/or funding required pursuant to this agreement from then current revenues.

#### **IX. DISCRIMINATION**

No one, on the grounds of race, creed, color, national origin, disability, age, or gender, shall be subject to discrimination in the performance of this Agreement.

## **X. FORCE MAJEURE**

Neither Party shall be deemed in violation of this Agreement if it cannot perform any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

## **XI. MISCELLANEOUS PROVISIONS**

(a) **Venue:** Venue for any lawsuit involving this agreement shall be in Jefferson County, Texas.

(b) **Choice of Law:** This Agreement is governed by the laws of the State of Texas

(c) **Entire Agreement:** This Agreement constitutes the entire agreement between the NEDC, the City and the County, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.

(d) **Exhibits:** All exhibits, if any, are attached and are incorporated into the agreement.

(e) **Partial Invalidity:** If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(f) **Survival:** Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.

(g) **Assignment:** The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.

(h) **Benefits:** This agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.

(i) **Amendments:** This agreement can be supplemented and/or amended only by a dated written document executed by both parties.

(j) Gender: Words or any gender used in this agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(k) Multiple Copies: This agreement may be executed in multiple counterparts each of which constitutes an original.

(l) Article and Section Headings: The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

(m) Misspelled Words: Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

This agreement shall take effect upon execution by all signatories hereinbelow.

**Jefferson County**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**City of Nederland**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Nederland Economic Development Corporation**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

NAME

AMOUNT CHECK NO. TOTAL

## ROAD &amp; BRIDGE PCT.#1

ENTERGY	831.97	442325
UNITED STATES POSTAL SERVICE	.40	442366
		832.37**

## ROAD &amp; BRIDGE PCT.#2

EASTEX RUBBER & GASKET	65.42	442320
MUNRO'S	40.00	442333
RITTER @ HOME	217.82	442339
SMART'S TRUCK & TRAILER, INC.	13.86	442343
BUMPER TO BUMPER	202.65	442379
RURAL PIPE & SUPPLY CO	3,859.30	442384
INTERSTATE ALL BATTERY CENTER - BMT	168.52	442389
		4,567.57**

## ROAD &amp; BRIDGE PCT. # 3

CITY OF PORT ARTHUR - WATER DEPT.	28.88	442317
MUNRO'S	23.40	442333
TIME WARNER COMMUNICATIONS	90.87	442345
STRATTON INC.	177.31	442351
WALMART COMMUNITY BRC	101.16	442364
LOWE'S HOME CENTERS, INC.	235.05	442371
WINDSTREAM	42.55	442383
		699.22**

## ROAD &amp; BRIDGE PCT.#4

M&D SUPPLY	87.64	442330
MUNRO'S	76.61	442333
ON TIME TIRE	451.08	442392
SAM'S CLUB DIRECT	1,353.98	442394
LONE STAR TRENCHER PARTS LLC	4,459.39	442397
SOUTHEAST TEXAS PARTS AND EQUIPMENT	88.54	442401
GCR TIRES & SERVICE	23.00	442402
TRANSIT & LEVEL CLINIC LLC	89.99	442406
		6,630.23**

## ENGINEERING FUND

VERIZON WIRELESS	213.78	442362
UNITED STATES POSTAL SERVICE	5.66	442366
		219.44**

## PARKS &amp; RECREATION

ENTERGY	1,161.33	442325
LOWE'S HOME CENTERS, INC.	76.94	442371
		1,238.27**

## GENERAL FUND

TAX OFFICE		
OFFICE DEPOT	1,313.84	442335
ACE IMAGEWEAR	21.07	442341
UNITED STATES POSTAL SERVICE	1,619.09	442366
		2,954.00*

## COUNTY HUMAN RESOURCES

UNITED STATES POSTAL SERVICE	4.89	442366
		4.89*

## AUDITOR'S OFFICE

OFFICE DEPOT	50.45	442335
UNITED STATES POSTAL SERVICE	727.40	442366
		777.85*

## COUNTY CLERK

UNITED STATES POSTAL SERVICE	339.45	442366
		339.45*

## COUNTY JUDGE

LAIRON DOWDEN, JR.	500.00	442319
UNITED STATES POSTAL SERVICE	7.80	442366
THE BYRD LAW FIRM PC	500.00	442382
DUNHAM HALLMARK PLLC	500.00	442390

NAME	AMOUNT	CHECK NO.	TOTAL
WYATT SNIDER JAN GIROUARD & ASSOCIATES LLC	500.00 400.00	442391 442407	2,407.80*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE COBRA RESOURCES, INC. KIM ISAACS	1.61 149.95 89.51	442366 442369 442376	241.07*
COUNTY TREASURER			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	161.70 81.57	442335 442366	243.27*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	508.25	442336	508.25*
PURCHASING DEPARTMENT			
NIGP INC UNITED STATES POSTAL SERVICE	522.00 2.25	442334 442366	524.25*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT OLMSTED-KIRK PAPER TIME WARNER COMMUNICATIONS TOWER COMMUNICATIONS, INC.	25.00 1,695.00 208.87 2,435.00	442329 442336 442346 442363	4,363.87*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	1,316.59	442354	1,316.59*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	215.00	442366	215.00*
ELECTIONS DEPARTMENT			
WALMART COMMUNITY BRC UNITED STATES POSTAL SERVICE CALVARY BAPTIST CHURCH SOE SOFTWARE CORPORATION	24.25 97.43 900.00 750.00	442364 442366 442378 442388	1,771.68*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	158.32	442366	158.32*
DISTRICT CLERK			
SOUTHERN COMPUTER WAREHOUSE UNITED STATES POSTAL SERVICE AERIALINK INC	891.67 243.80 121.63	442313 442366 442409	1,257.10*
CRIMINAL DISTRICT COURT			
KEVIN S. LAINE UNITED STATES POSTAL SERVICE	600.00 13.33	442353 442366	613.33*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	13.93	442366	13.93*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE LEXIS-NEXIS	2.07 69.00	442366 442367	71.07*
172ND DISTRICT COURT			
CDW COMPUTER CENTERS, INC. LEXIS-NEXIS	77.70 56.00	442354 442367	133.70*
252ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
GAYLYN COOPER	800.00	442310	
THOMAS J. BURBANK PC	1,773.99	442315	
TRAVIS EVANS	900.00	442321	
UNITED STATES POSTAL SERVICE	55.88	442366	3,529.87*
279TH DISTRICT COURT			
GAYLYN COOPER	850.00	442310	
PHILLIP DOWDEN	75.00	442312	
NATHAN REYNOLDS, JR.	75.00	442338	
BRITTANIE HOLMES	500.00	442395	
WILLIAM FORD DISHMAN	75.00	442399	
THE DAWS LAW FIRM PLLC	500.00	442413	2,075.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	28.55	442366	28.55*
JUSTICE COURT-PCT 2			
POSTMASTER	588.00	442337	
THOMSON REUTERS-WEST	129.00	442396	717.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	28.78	442366	28.78*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	55.46	442366	
LEXIS-NEXIS	55.00	442367	55.46*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	250.00	442311	
UNITED STATES POSTAL SERVICE	3.22	442366	253.22*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	3.63	442366	3.63*
COURT MASTER			
JUDGE LARRY GIST	6,269.80	442324	6,269.80*
MEDIATION CENTER			
TEXAS ASSN. OF MEDIATORS	175.00	442348	
TEXAS ASSN. OF MEDIATORS	280.00	442349	
UNITED STATES POSTAL SERVICE	10.88	442366	
TEXAS MEDIATOR CREDENTIALING ASSOC	150.00	442403	615.88*
SHERIFF'S DEPARTMENT			
MOORMAN & ASSOCIATES, INC.	1,500.00	442332	
OFFICE DEPOT	910.34	442335	
SHERIFF'S ASSOCIATION OF TEXAS	25.00	442342	
UNITED STATES POSTAL SERVICE	1,213.94	442366	
BLUE BOOK	4.00	442375	
IDAHO VITAL RECORDS	16.00	442416	3,669.28*
JAIL - NO. 2			
JACK BROOKS REGIONAL AIRPORT	2,298.34	442328	
WALMART COMMUNITY BRC	295.42	442364	2,593.76*
JUVENILE PROBATION DEPT.			
FED EX	126.89	442322	
UNITED STATES POSTAL SERVICE	15.25	442366	142.14*
JUVENILE DETENTION HOME			

NAME	AMOUNT	CHECK NO.	TOTAL
CHARMTEX INC.	668.20	442374	
BEN E KEITH FOODS	1,654.82	442377	
UNITED RENTALS	575.57	442381	
CONSTABLE PCT 1			2,898.59*
VOLENA CHATMAN	13.60	442316	
UNITED STATES POSTAL SERVICE	33.82	442366	
CONSTABLE-PCT 2			47.42*
TND WORKWEAR CO LLC	90.00	442410	
CONSTABLE-PCT 6			90.00*
UNITED STATES POSTAL SERVICE	10.25	442366	
CONSTABLE PCT. 8			10.25*
TAC - TEXAS ASSN. OF COUNTIES	95.00	442344	
AGRICULTURE EXTENSION SVC			95.00*
UNITED STATES POSTAL SERVICE	1.21	442366	
HEALTH AND WELFARE NO. 1			1.21*
CLAYBAR FUNERAL HOME, INC.	1,998.00	442318	
UNITED STATES POSTAL SERVICE	65.49	442366	
EXCEL MEDICAL WASTE LLC	70.00	442404	
HEALTH AND WELFARE NO. 2			2,133.49*
GABRIEL FUNERAL HOME, INC.	1,500.00	442323	
NURSE PRACTITIONER			1,500.00*
MCKESSON MEDICAL-SURGICAL INC	414.56	442355	
SIERRA SPRING WATER CO. - BT	13.16	442368	
CHILD WELFARE UNIT			427.72*
ROXANNE NELSON	15.00	442411	
MEGAN WILTURNER	15.00	442412	
GAVEN SEBILE	20.00	442417	
CHRISTOPHER CANOVA	30.00	442418	
INDIGENT MEDICAL SERVICES			80.00*
CARDINAL HEALTH 110 INC	34,035.74	442398	
MAINTENANCE-BEAUMONT			34,035.74*
AAA LOCK & SAFE	168.00	442309	
HYDRO-CLEAN SERVICES, INC.	435.00	442326	
M&D SUPPLY	25.50	442330	
SANITARY SUPPLY, INC.	1,077.12	442340	
CENTERPOINT ENERGY RESOURCES CORP	34.63	442380	
ADVANTAGE INTEREST INC	2,795.00	442415	
MAINTENANCE-PORT ARTHUR			4,535.25*
ENTERGY	4,021.49	442325	
TIME WARNER COMMUNICATIONS	300.57	442347	
MAINTENANCE-MID COUNTY			4,322.06*
SANITARY SUPPLY, INC.	68.79	442340	
ACE IMAGEWEAR	62.75	442341	
W. JEFFERSON COUNTY M.W.D.	27.14	442350	
SERVICE CENTER			158.68*

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	442356	
JEFFERSON CTY. TAX OFFICE	7.50	442357	
JEFFERSON CTY. TAX OFFICE	7.50	442358	
JEFFERSON CTY. TAX OFFICE	7.50	442359	
JEFFERSON CTY. TAX OFFICE	7.50	442360	
JEFFERSON CTY. TAX OFFICE	7.50	442361	
			45.00*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	9.75	442366	
			9.75*
MOSQUITO CONTROL FUND			88,287.95**
MUNRO'S OFFICE DEPOT S.E. TEXAS AUTO EQUIPMENT FIRST CALL AG AIR UPDATE	39.95 150.11 24.63 55.92 39.00	442333 442335 442352 442373 442408	
			309.61**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	247.70	442370	
LAW LIBRARY FUND			247.70**
LEXISNEXIS MATTHEW BENDER	1,116.34	442372	
GRANT A STATE AID			1,116.34**
GLEN MILLS SCHOOLS HARRIS COUNTY	5,031.30 5,031.30	442331 442385	
			10,062.60**
COMMUNITY SUPERVISION FND			
JEFFERSON CTY. COMMUNITY SUP. UNITED STATES POSTAL SERVICE	1,972.81 126.24	442327 442366	
			2,099.05**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC. PCM-G	2,732.04 934.20	442354 442387	
			3,666.24**
HOTEL OCCUPANCY TAX FUND			
DISH NETWORK	120.51	442386	
			120.51**
CAPITAL PROJECTS FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL TIM RICHARDSON	286,572.00 10,500.00	442393 442400	
			297,072.00**
AIRPORT FUND			
CASH ADVANCE ACCOUNT	174.62	442329	
			174.62**
LIABILITY CLAIMS ACCOUNT			
CALVERT EAVES CLARKE & STELLY LLP STEVENS BALDO & LIGHTY PLLC	5,689.49 302.50	442405 442414	
			5,991.99**
SHERIFF'S FORFEITURE FUND			
WALMART COMMUNITY BRC	7.78	442364	
			7.78**
MARINE DIVISION			
AVIALL ENTERGY VERIZON WIRELESS	335.04 523.51 531.86	442314 442325 442362	
			1,390.41**
ASAP - CONSTABLE			
TND WORKWEAR CO LLC	810.00	442410	
			810.00**
			425,543.90***

**AGENDA ITEM****January 22, 2018**

Consider, possibly approve, authorize the County Judge to execute and receive and file Master Clinical Affiliation Agreement between Lamar University and Jefferson County, Texas to renew the agreement for the clinical training of students.



**MASTER CLINICAL AFFILIATION AGREEMENT  
BETWEEN  
LAMAR UNIVERSITY  
AND  
Jefferson County Public Health**

This Affiliation Agreement ("this Agreement") is made and entered into this 14 day of September, 20 17 (the "Effective Date"), between Lamar University, an institution of higher education in the State of Texas and a component of The Texas State University System, ("University"), which is located at 4400 MLK Parkway, Beaumont, Texas 77710 and Jefferson County Public Health ("Facility"), which is located at 1295 Pearl St. Beaumont, TX 77701.

University and Facility shall be known collectively as "the Parties" and singularly as "a Party" or "the Party." This Agreement incorporates by reference the attached Program Addendum ("Program Addendum") and expressly includes any additional terms and conditions stated in the Program Addendum, as if set out herein. In case of a conflict between this Agreement and any Program Addendum, this Agreement shall control. Each Program Addendum shall constitute a separate and independent contract between the parties and may have a term shorter than this Agreement.

**WHEREAS**, Facility owns and operates a business and has a commitment to training students.

**WHEREAS**, University has established and sponsors certain accredited programs for students and seeks to educate students by providing and coordinating educational and clinical practice sites for qualified students ("Students") and,

**WHEREAS**, the Parties recognize that they have certain objectives in common to educate and train students in particular fields as identified in the Program Addendum and seek to provide clinical and educational experiences for Students enrolled in the University's undergraduate and graduate programs by utilizing the Facility for said purposes.

**NOW THEREFORE**, the Parties agree as follows:

**ARTICLE 1 – TERM AND TERMINATION**

- (1) This Agreement shall commence on the Effective Date and shall be in full force and effect for three (3) years, unless sooner terminated by mutual consent of the Parties, or by any Party hereto giving the other Party written notice of termination in accordance with the Terms of this Agreement. This Agreement shall automatically renew for two successive one (1) year periods, unless earlier terminated by either Party.
- (2) Either Party may terminate this Agreement without cause at any time upon sixty (60) days written notice to the other Party.
- (3) Notwithstanding any automatic renewal, this Agreement shall automatically terminate five (5) years from its Effective Date.
- (4) In the event that either Party terminates this Agreement, the Parties agree that no termination shall be effective with regard to Students currently participating or enrolled in an ongoing clinical education experience until such Students are allowed to complete any previously scheduled clinical assignments then in progress at Facility. In such an event, all applicable provisions of this Agreement shall remain in force until the end of the clinical education experience.
- (5) The University may terminate this Agreement effective upon delivery of written notice to the Facility, or at such later date as may be stated in the notice, if any license, permit, certificate or accreditation required of Facility by law, rule or regulation, or by the terms of this Agreement, is for any reason denied, removed, suspended, or not renewed.

## ARTICLE 2 – RESPONSIBILITIES OF UNIVERSITY

University shall:

- (1) Appoint a Program Liaison and timely inform Facility of the name, address, email address and phone number of said Program Liaison who will be available to assist Students and Facility personnel. The Program Liaison will be responsible for maintaining ongoing contact with Facility's designated representative.
- (2) Provide the educational direction of the Program as well as the placement and basic preparation of Students through classroom instruction and identification of educational and clinical objectives. University shall further direct the Program in accordance with all guidelines established by local, state or national associations, as well as develop, organize, and assist Facility in implementing and operating a Program that is suitable to each Student, including Students with disabilities.
- (3) Obtain from Facility the name, address, email address and phone number of Facility's designated representative and acquaint Facility's designated representative with methods, objectives, goals, and specifics of the Program as outlined in the Program Addendum.
- (4) Ensure that each Student assigned to Facility pursuant to this Agreement is enrolled in the Program with the University.
- (5) Recruit, screen, evaluate, select and assign to Facility only Students who have fulfilled all prerequisites for training or clinical educational experience and provide Facility with information requested by Facility about the Student, to the extent not prohibited by the Family Educational Rights and Privacy Act (FERPA), U.S.C. § 1232g; 34 CFR Part 99, or other applicable state or federal law. Facility is not authorized to redisclose any FERPA or other protected information.
- (6) If required by Facility, University shall notify students of Facility's requirements to obtain the necessary criminal background check prior to assignment, but University shall not be required to conduct drug testing or criminal background checks for students. The University shall instruct students to either Facility's approved vendor(s) or to a third party vendor at Student's sole cost and expense for the purposes of performing drug testing, health care and criminal background checks. All results will be submitted by the vendor to the Facility without involvement by the University.
- (7) Coordinate with Facility to determine the number of Students to be placed at Facility, the duration of such placement/assignment; the number of hours the Facilities will be available and assign only the number of Students mutually agreed upon by Facility and University. University will notify Facility as soon as possible of the names and arrival dates of Students.
- (8) To the extent applicable to the Program Addendum and required by Facility, require that Students and faculty who participate in the Program obtain and provide proof of professional liability insurance coverage in reasonable minimum amounts that are acceptable to Facility as outlined in the Program Addendum attached hereto.
- (9) To the extent applicable to the program, inform Students of Facility's immunization and vaccination requirements, Occupational Safety and Health Administration ("OSHA") blood borne pathogen and tuberculosis training, prevention, and post-exposure treatment.
- (10) Inform Students of their obligation to provide transportation, appropriate supplies, uniforms and health insurance, as applicable.
- (11) Inform Students of their responsibility to adhere to all applicable administrative policies, rules, standards, schedules, and practices of Facility and University, and attend orientation as applicable.
- (12) Inform Students and Faculty members who are supervising Students about their obligation to maintain confidentiality of all Facility matters, proceedings, and information to the extent required by law, including, but not limited to client records and information. This confidentiality provision shall survive termination of this Agreement.

- (13) Upon notice, inform Facility of any adverse circumstances to which Facility may be exposed because of the activities or health status, including the mental health status, of a Student.
- (14) Upon notice, notify Facility of any complaint, claim, investigation, involving a Student, faculty or Facility representative or employee that is related to the educational or clinical experiences provided under this Agreement, to the extent permitted by law.
- (15) Accept the overall responsibility for the education, evaluation, qualifications, and competency development of each Student and be solely responsible for the determination of a grade representative of the Student's performance in the placement using the evaluation and observation of the Facility Liaison as well as other objectives identified by the University.

### **ARTICLE 3 – RESPONSIBILITIES OF FACILITY**

Facility shall:

- (1) Designate a qualified Facility Liaison and timely inform University of the name, address, email address and phone number of said Facility Liaison who will be available to assist University personnel and Students of the Program. The Facility Liaison will be responsible for maintaining ongoing contact with University's designated representative and providing instruction and supervision of the Students based in the Facility.
- (2) Provide facilities necessary to support the Program(s) for the training and qualifying of Students in the Program as identified in the Program Addendum; provide a supervised learning experience for Students in accordance with agreed upon learning objectives, skill development areas, learning experiences, and intended learning outcomes.
- (3) Provide University's Program Liaison (or other designee) and Students, as necessary, with periodic performance information and tender an end-of-semester evaluation for Students.
- (4) Immediately report any unsatisfactory conduct or performance of a Student to the University's Program Liaison.
- (5) Permit designated faculty members the right to visit with Students and Facility liaisons/supervisors at Facility regarding the progress of Students participating in the Program at Facility.
- (6) Provide Students with essential conditions and materials for their work (including safety equipment as necessary), including direct supervision, space, privacy, participation in appropriate activities, access to conference rooms for student education, office space for Program Liaisons, locker rooms or other secure space for faculty and students to store materials while on assignment, access to libraries and cafeteria (subject to any applicable fees or charges as are customarily charged to any other person), technological supports and, reimbursements for work-related expenses, where applicable.
- (7) Provide an atmosphere for learning that is supportive and free of discrimination based, on race, color, national origin, religion, gender, age, disability, gender identity or sexual preference.
- (8) Provide Students with information regarding policies and procedures of Facility, and with orientation experiences to ensure that Students will be able to meet the requirement of Facility.
- (9) To the extent possible, provide Students with initial emergency care in case of accidents.
- (10) Timely notify University of any complaint, claim, investigation, involving a Student, faculty or Facility representative or employee that is related to the educational or clinical experiences provided under this Agreement. Facility shall further have the right to request immediate removal of any student from its premises upon a determination by the administrator in charge that the Student poses a threat to the health, safety or welfare of Facility's patients, clients or personnel or to the orderly business function of the Facility. Facility has no authority to remove a student from a Program.
- (11) Notify University timely if Facility's license, permit or accreditation is revoked or in jeopardy to allow for students to be timely placed in other facilities.

## ARTICLE 4 – RESPONSIBILITIES OF THE PARTIES

The Parties mutually agree that:

- (1) University and Facility will work together to select and assign learning experiences for Students, and will further provide for teaching, evaluation, overall supervision, and record keeping of Students.
- (2) University and Facility will consult as necessary to ensure that the Program meets acceptable standards of care and provides Students participating in the Program with the necessary clinical and educational training to successfully meet the requirements for the degree program for which the Students are enrolled.
- (3) University and Facility will meet as necessary to discuss issues of mutual concern and to make such suggestions and changes as are needed to achieve the objectives of the program.
- (4) Neither Party's Students nor personnel shall be considered employees, agents, borrowed servants, partners, or joint ventures of the other Party. Nothing herein shall be construed to create a joint venture, partnership, association or like relationship between the parties. Neither Party will assume any liability under any law relating to Workers' Compensation for the other Party's employees or students performing under this Agreement. Students and faculty of University shall not be entitled to any monetary or other remuneration for services performed by them at the Facility arising out of their participation under this Agreement, nor will Facility or University have a monetary obligation to one another by virtue of this Agreement. Nothing in this Agreement is to be construed as transferring responsibility from one Party to another. Facility has the option to support the clinical education activities of Student(s) through a financial stipend or other types of subsidies for housing, parking or meal costs. Such support is for the purpose of supporting the clinical education and will not constitute an employer-employee relationship between Facility and the Student or Facility and the University.
- (5) Facility is not responsible for wages, social security taxes, medical insurance, hospitalization insurance, or workers' compensation insurance for Students. In the event a Student should, independent of this Agreement, be employed by Facility, this section and the preceding section shall not apply during the hours in which such Student is performing services as an employee of Facility.
- (6) In the event of any dispute arising under or relating to this Agreement, the Parties shall make a good faith attempt to resolve such dispute by mediation on such terms as the Parties find acceptable. Each Party shall bear the costs of its own legal fees and expenses.
- (7) If any situation arises that may threaten a Student's successful completion of the placement, the parties will discuss and attempt to reach a mutual agreement with the Student regarding options for completing, rescheduling or cancelling the placement.
- (8) Facility agrees to indemnify University, its affiliates, and their respective officers, directors, employees and agents against and hold the same harmless from any claims, demands, causes of action, liabilities, costs, damages, expenses, and attorneys' fees asserted or adjudged against or incurred by University resulting from breach by the Facility of any provisions of this Agreement, including negligence in performing its obligations under this Agreement arising directly or indirectly, in contract or tort, out of the acts or omissions of its employees, directors, officers, subcontractors or agents.
- (9) To the extent authorized by the Constitution and the laws of the State of Texas, University agrees to indemnify Facility, its affiliates, and their respective officers, directors, employees and agents against and hold the same harmless from any claims, demands, causes of action, liabilities, costs, damages, asserted or adjudged against or incurred by Facility resulting from breach by the University of any provisions of this Agreement arising directly or indirectly, out of the acts or omissions of staff or faculty. Nothing in this Agreement extends the University's liability beyond the liability or authority provided in the Constitution and laws of the State of Texas and nothing herein constitutes or is intended to constitute a waiver of the University's or the state's sovereign immunity to suit. The Parties understand that there are constitutional and statutory limitations on the authority of University to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions related to liens on University's property, disclaimers and limitations on warranties, disclaimers and limitations of liability for damages, waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal actions/ granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively,

the "Limitations"), and terms and conditions related to the Limitations will not be binding on University except to the extent authorized by the Constitution and laws of the State of Texas.

(10) There shall be no unlawful discrimination in either the selection of Students for the Program or as to any aspect of their training or clinical educational experience on the basis of race, color, national origin, religion, gender, age, veteran status, gender identity, sexual orientation, political affiliation or disability. In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

## ARTICLE 5 – GENERAL PROVISIONS

- (1) The Parties agree that this Agreement will be construed by the laws of the State of Texas.
- (2) In the event that legislation is enacted or regulations are promulgated or a decision of a court or administrative tribunal is rendered which affects or may affect the legality of this Agreement or adversely affect the ability of either Party to perform its obligations or receive the benefits intended hereunder, then, within thirty (30) days following notice, each party will negotiate in good faith an amendment to this Agreement which will carry out the original intention of the Parties to the extent possible in light of such legislation, regulation or decision, and each Party will execute such amendment. In the event that the parties cannot reach agreement on the terms and provisions of any such amendment within sixty (60) days following notice provided in this paragraph, this Agreement may be terminated upon not less than thirty (30) days' prior written notice of termination.
- (3) The Parties agree not to use the other Party's name, likeness, images in any advertising, promotional material, press release, publication, public announcement or other media, oral or written, without the written consent of the other Party.
- (4) The terms and conditions of this Agreement may be modified only upon mutual written consent of the Parties at any time.
- (5) Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

**FACILITY:**

Jefferson County Public Health  
1295 Pearl Street  
Beaumont, TX 77701  
409-835-8530

**UNIVERSITY:**

Lamar University  
Dean, College of Arts and Sciences  
4400 MLK Parkway  
Beaumont, Texas 77710  
Email: stacie.granger@lamar.edu

- (6) Neither Party may assign any rights or obligations under this Agreement without prior written consent of the other Party. However, nothing herein prevents any Party from entering into other agreements and affiliations.
- (7) Each Party represents that the execution of this Agreement has been duly authorized.
- (8) If any part of this Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or University or Facility policies, that part of this Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonable possible.

- (9) No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any other provision, unless in writing. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- (10) Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
- (11) This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third Party beneficiary status or rights in any third Party, and no such third Party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- (12) This Agreement shall bind and benefit the respective Parties and their legal successors.
- (13) This Agreement shall constitute the complete understanding of the Parties related to the subject matter contained herein and supersedes all prior agreements, proposals, or understandings, whether written or oral.

**IN WITNESS THEREOF**, this Agreement, in multiple originals, each of equal force, has been executed on behalf of the Parties hereto as follows:

**FACILITY:**

Signature

Printed Name:

Title:

Signature

Printed Name:

Title:

1/22/18

Date

**LAMAR UNIVERSITY:**

Signature

Printed Name:

Title:

10/11/11

Date

Signature

Printed Name:

Title:

Date

*Note: Modification of This Form Requires Written Approval of the Office of General Counsel*



**PROGRAM ADDENDUM**  
to  
**MASTER CLINICAL AFFILIATION AGREEMENT**  
**BETWEEN**  
**LAMAR UNIVERSITY**  
**AND**  
Jefferson County Public Health

WHEREAS, Lamar University, an institution of higher education in the State of Texas and a component of The Texas State University System, ("University"), which is located at 4400 S. MLK Parkway, Beaumont, Texas 77710 and Jefferson County Public Health ("Facility"), which is located at 1295 Pearl Street, Beaumont, TX 77701, executed an Affiliation Agreement effective on September 14, 2017. University and Facility shall be known collectively as "the Parties" and singularly as "a Party" or "the Party."

WHEREAS, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's Baccalaureate Nursing Program With educational and clinical experience utilizing the personnel, equipment and facilities of Facility.

NOW THEREFORE, subject to the terms, conditions and provisions of such Affiliation Agreement, the Parties agree as follows:

## PROGRAM

Facility is a business engaged in providing public healthcare to the citizens of Jefferson County

University has established and sponsors a nursing program for students and seeks to educate students by providing and coordinating educational and clinical practice sites for qualified students for the completion of the training offered by the University, subject to applicable accreditation standards and regulations.

The University's baccalaureate nursing program is a (choose one below):

\_\_\_\_\_ program is a (choose one below).  
4 -year program \_\_\_\_\_ -month program  
designed to educate baccalaureate degree registered nurses

Standards for the nursing program include AACN, ACEN, and Texas Nurse Practice Act

## **ADDITIONAL REQUIREMENTS FOR THE PROGRAM**

**Insurance:** The University will require its Students and faculty involved in the performance of the Affiliation Agreement to maintain professional liability insurance or self-insurance covering their activities under this Agreement. Prior to each assignment to Facility, the University will furnish Facility with evidence that each Student and faculty member/representative has in effect professional liability insurance coverage of not less than \$1,000,000 per incident and \$3,000,000 in the aggregate. The University will issue the Facility certificates of insurance as evidence that Students and faculty have current professional liability insurance and will be kept current while such person is assigned to the Facility. University will inform Facility immediately of each renewal, cancellation or change in the content or amount of such coverage.

This section regarding insurance is not applicable to the Program identified above.

**Immunizations:** The University will inform Students of Facility's immunization and vaccination requirements and notify all Students participating in clinical education experiences involving patient contact or exposure to patient their obligation to comply with immunization requirements.

This section regarding immunizations is not applicable to the Program identified above.

**Protected Health Information and the Health Insurance Portability and Accountability Act:** The University shall advise faculty and Students of the requirement to sign a Health Insurance Portability and Accountability Act ("HIPPA") agreement for the Facility. Students and faculty agree not to use or disclose Protected Health Information of Facility's clients (hereinafter referred to as "PHI") obtained during the course of its work, other than for purposes of (a) performing duties under this agreement, (b) management and administration of University, but only when such would not violate HIPAA or any other federal or state law, or (c) carrying out legal responsibilities of University. University represents to Facility that it has implemented what it considers to be appropriate safeguards to protect such PHI and that such safeguards comply with HIPAA and any other similar law intended to protect the confidentiality of PHI. University will immediately report to Facility any use or disclosure of such PHI not authorized by this Agreement and assist in mitigating any harmful effects cause by violations of these provisions of which University has knowledge. University agrees that any material violation of these confidentiality provisions entitles Facility to terminate this Agreement immediately upon written or other notice.

This section regarding PHI/HIPAA is not applicable to the Program identified above.

**Infection Control:** The University shall provide to Facility evidence of current tuberculosis screening prior to any representative or Student providing services to Facility under the terms of the Affiliation Agreement. University shall be responsible for notifying all employees or Students performing under the Affiliation Agreement of any on-going screening requirements for tuberculosis and maintain adequate records of current tuberculosis screens pursuant to guidelines established by law. If Facility suspects that faculty or Students providing services under this Agreement have been exposed to or have a positive screening for a communicable disease, Facility must respond according to the current CDC guidelines and keep documentation of the action taken. Facility will conduct and document a reassessment of the risk classification. Facility will conduct and document subsequent screening based upon the reassessed risk classification.

This section regarding infection control is not applicable to the Program identified above.

**Criminal Background Check/Drug Testing:** University will inform Students and faculty of Facility's requirements to obtain the necessary criminal background check/drug testing prior to assignment, but University shall not be required to conduct drug testing or criminal background checks for students. The University shall instruct students to either Facility's approved vendor(s) or to a third party vendor at Student's sole cost and expense for the purposes of performing drug testing, health care and criminal background checks. All results will be submitted by the vendor to the Facility without involvement by the University.

This section regarding background checks is not applicable to the Program identified above.

**Screening:** The University shall screen its faculty and Students performing under the Affiliation Agreement to ensure that none are ineligible to participate in federal or state healthcare programs. If during the term of the Affiliation Agreement anyone becomes an Ineligible Person, University will immediately notify Facility.

This section regarding screening is not applicable to the Program identified above.

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.



**LAMAR UNIVERSITY  
COMPLIANCE COVERSHEET FOR CLINICAL / PRACTICUM AFFILIATION AGREEMENTS**

*It is the responsibility of the faculty/student seeking an agreement to obtain this information from the desired agency. Return the completed form to the Department. Do not give this form to the agency. Students may not start a clinical/practicum until an agreement with the agency is in place. There may be other requirements before beginning a clinical/practicum. Students are advised to contact their appropriate Department Chair.*

<b>CONTRACT ORIGINATOR &amp; TITLE:</b>	Stacie Granger, Executive Assistant - Dishman Department of Nursing			
<b>FACULTY MEMBER/STUDENT REQUESTING AGREEMENT:</b>	Dora Passmore			
<b>Initiating Department:</b>	Nursing	<b>E-Mail:</b>	stacie.granger@lamar.edu <b>Extension:</b> 8817	
<b>CONTRACT TYPE/ACTION:</b>	<input checked="" type="checkbox"/> New Agreement	<input type="checkbox"/> Renewal	<input type="checkbox"/> Modification/Amendment	<input type="checkbox"/> Extension
<b>Brief description of goods/services agency shall provide or perform:</b> site for practicum experiences for nursing students				
<b>First day of clinical/practicum:</b>	9/14/2017	<b>Course relevant to this clinical/practicum:</b> multiple		

<b>AGENCY:</b>	Jefferson County Public Health					
<b>Agency Type:</b>	<input type="checkbox"/> Hospital/Acute Care	<input type="checkbox"/> Long Term Care	<input checked="" type="checkbox"/> Community	<input type="checkbox"/> Nursing Program	<input type="checkbox"/> School District	<input type="checkbox"/> Other
<b>Agency Contact Name:</b>	Dr. A.C. Walkes		<b>Title:</b>	Medical Director	<b>Email:</b>	
<b>Agency Address, City, State, Zip:</b>	1295 Pearl Street, Beaumont, TX 77701					
<b>Agency Telephone:</b>			<b>Fax:</b>			
<b>CONTRACT AMOUNT:</b>	\$0	<input checked="" type="checkbox"/> Not Applicable				
<b>Contract Effective Date:</b>	9/14/2017	<b>Termination Date:</b>		9/13/2020		
<b>Will the Agency accept an Affiliation Agreement prepared by Lamar University?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
<b>If no, does the Agency require its own Affiliation Agreement?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Modifications Attached						
<b>Person(s) and title(s) required and /or authorized by Agency to sign an Affiliation Agreement:</b>						
<b>Name:</b>	Dr. A.C. Walkes		<b>Title:</b>	Medical Director		
<b>Name:</b>			<b>Title:</b>			
<b>If the Agency is run by an off-site management company, provide the contact information for the management company:</b>						
<b>Company Name:</b>						
<b>Company Address, City, State, Zip:</b>						
<b>Company Contact, Phone, Email:</b>						

**ACKNOWLEDGEMENT:** I have primary responsibility for the contract, from inception to completion of the transaction. I have read, fully understand, and agree with the business aspects of the attached contract. I am submitting the contract to General Counsel for legal review.

Stacie M. Granger  
Contract Originator

Stacie M. Granger

A Lamar University standard form is attached and I certify I have not made, permitted or authorized any changes to this form.

Cynthia Stinson  
Department Chair

Dr. Cynthia Stinson

9/26/2017

Date

Joe Nordgren  
Dean

Dr. Joe Nordgren

9/27/2017

Date

**IF THE AGREEMENT HAS A MONETARY VALUE, THE UNIVERSITY'S CFO MUST SIGN:**

Chief Financial Officer

Date

## Pepe Dominguez

---

**From:** Pepe Dominguez <[peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)>  
**Sent:** Tuesday, January 16, 2018 8:44 AM  
**To:** 'Commissioner Alfred' (<[ealfred@co.jefferson.tx.us](mailto:ealfred@co.jefferson.tx.us)>)  
**Cc:** Don Rao (<[drao@co.jefferson.tx.us](mailto:drao@co.jefferson.tx.us)>); 'Commissioner Arnold'; 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Judge Branick'; 'Ronda Conlin'; Steve Stafford [<[sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us)>] [<[sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us)>]  
**Subject:** Quail Run Subdivision  
**Attachments:** Quail Run.pdf

Commissioner Alfred ,

Attached is a PDF of Quail Run Subdivision, (a called 68.85 acre tract and a called 26.06 acre tract totaling 94.91 acres out of the T.&N.O. RR. Survey, Abstract 207) located off of F.M. Highway 365 in Precinct #4. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, January 22, 2018.

If you have any questions please contact either Don or myself.

Pepe Dominguez

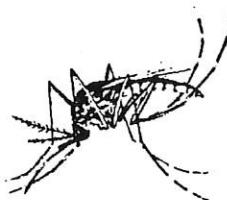
Pepe Dominguez  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701  
Offc. 409 835-8584  
Fax. 409 835-8718  
email: [peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)



# Jefferson County Mosquito Control District

Organized in 1950

**Kevin J. Sexton, Director**  
 8905 First Street  
 Beaumont, Texas 77705  
 Phone: (409) 719-5940  
 Fax: (409) 727-4176  
[ksexton@co.jefferson.tx.us](mailto:ksexton@co.jefferson.tx.us)



**Advisory Commission:**  
 Dr. M.O. Way, Chairman  
 Denise Wheeler, Secretary  
 George Mitchell  
 Matt Vincent  
 Reginald Boykins Sr.  
 Paul Jones

**January 18, 2018**

**TO:** Commissioners' Court

**FROM:** Kevin Sexton, Director – Jefferson County Mosquito Control District

**RE:** Aerial Program Budget & Positions

As of November 30, 2017, Jerry Hinson (Chief Pilot) for Mosquito Control retired. He was responsible for the aviation and maintenance of our aircrafts. This has left us with 2 pilots. One who is certified in Instrument and Multi-engine and the other is a Certified AP Mechanic and has been in the Ag industry his whole career.

I am proposing to downgrade the Chief Pilot/Aircraft Mechanic position to a Pilot/Aviation Supervisor with a grade of 65 and budgeted at \$72,000 which is a reduction of \$8,071. I am proposing a reclassification of a Pilot/Aircraft Mechanic position to a Pilot/Mechanical Supervisor with a grade of 65 and budgeted at \$72,000 which is an increase of \$6,053.

I would like to continue to keep the third position but plan to do an inter-series budget transfer and use the funding for a part-time pilot. This would enable me to evaluate if 2 full-time pilots and one part-time pilot would be sufficient for our program. Should this be the case we could possibly eliminate the full-time position for a third pilot and instead budget for a part-time pilot at a later date. The net annual savings for these changes including fringes would be about \$2,798.

It is becoming extremely difficult to find qualified AG Pilots who are interested in flying for Mosquito Control. Because of the experience and knowledge of our 2 remaining Pilots, I am requesting that the above changes be made to insure that our aerial program can continue the high standards and efficiency that we have operated under up to this point.

Thank you,

A handwritten signature in black ink that reads "Kevin J. Sexton".

Kevin J. Sexton  
 Director

KS/dw

**Special, January 22, 2018**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, January 22, 2018