

*Notice of Meeting and Agenda and Minutes  
February 26, 2018*

**SPECIAL, 2/26/2018 1:30:00 PM**

BE IT REMEMBERED that on February 26, 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

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**  
**February 26, 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**  
**February 26, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **26th day of February 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:

11:00 am - WORKSHOP: To meet with ALLCO regarding the Major Drive Extension.

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

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

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*February 26, 2018*

**PURCHASING:**

1. Approve specifications for Invitation for Bid for (IFB 18-003/YS), Term Contract for Inmate Clothing and Supplies for Jefferson County.

**SEE ATTACHMENTS ON PAGES 8 - 51**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a lease extension for (RFP 12-039/KJS), Remaining Lease of Properties Acquired as a Result of “Buy-Out” with Mike and Sandy Miller for an additional five (5) years from March 8, 2018 to March 7, 2023.

**SEE ATTACHMENTS ON PAGES 52 - 52**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve a lease extension for (RFP 12-039/KJS), Remaining Lease of Properties Acquired as a Result of “Buy-Out” with Justin D. Pierson for an additional five (5) years from March 8, 2018 to March 7, 2023.

**SEE ATTACHMENTS ON PAGES 53 - 53**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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

**SEE ATTACHMENTS ON PAGES 54 - 56**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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**COUNTY AIRPORT:**

5. Receive and file executed Operating Agreement and Terminal Lease between Jefferson County and American Airlines, Inc.

**SEE ATTACHMENTS ON PAGES 57 - 70**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

6. Consider and approve electronic disbursements for \$417,593.88 to LaSalle for revenue received from entities for inmate housing.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

7. Regular County Bills - check #443506 through checks #443731.

**SEE ATTACHMENTS ON PAGES 71 - 80**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**ADDENDUMS**

8. Consider and approve budget amendment - Beaumont Maintenance - replacement of ice machine for downtown jail

120-6083-416-6014	BUILDINGS AND STRUCTURES	\$5,775.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$5,775.00

**SEE ATTACHMENTS ON PAGES 81 - 81**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

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9. Consider and approve budget transfer - Road & Bridge Pct. 4 - additional cost for repairs

114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$5,000.00	
114-0405-431-4018	ROAD MACHINERY	\$7,000.00	
114-0402-431-3079	CRUSHED STONE		\$12,000.00

**SEE ATTACHMENTS ON PAGES 82 - 82**

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

**COUNTY COMMISSIONERS:**

10. Consider and possibly approve a Proclamation for Save Our Children.

**SEE ATTACHMENTS ON PAGES 83 - 83**

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

11. Consider and possibly approve a Proclamation for Julie Rogers "Gift of Life" 2018 Champagne and Ribs.

**Check for \$3500 presented to Gift of Life by County Clerk's Office for the contributions throughout Jefferson County.**

**SEE ATTACHMENTS ON PAGES 84 - 85**

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

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12. Receive and file executed Inter-local Agreement between Jefferson County, Precinct 3 and the City of Port Arthur for cleaning and grading of ditches pursuant to Section 791.014, Government Code.

**SEE ATTACHMENTS ON PAGES 86 - 89**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**HUMAN RESOURCES:**

13. Consider and possibly approve and receive and file revisions to the 'Personnel Policies Practices and Procedures Manual' for Section 6.3 - Operation of Jefferson County Vehicles; Section 6.5 - Jefferson County Courthouse/Offices Safety & Security Policy; and Section 8.1 - Alcohol and Drug Testing Policy for Employees Subject to the Department of Transportation Regulations.

**SEE ATTACHMENTS ON PAGES 90 - 104**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

14. Consider and possibly approve a Resolution recognizing Correctional Officer Daniel M. Leday for 25 years and 2 months of dedicated Correctional Service to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 105 - 106**

**Motion by: Commissioner Sinegal**

**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*  
*February 26, 2018*

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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

February 26, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) 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 Inmate Clothing and Supplies for Jefferson County

**BID NO:** IFB 18-003/YS

**DUE DATE/TIME:** 11:00 AM CDT, Tuesday, April 10, 2018

**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, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

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

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

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

  
Deborah L. Clark

Deborah L. Clark, Purchasing Agent

Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – February 28, 2018 & March 7, 2018

**IFB 18-003/YS**  
**Term Contract for Inmate Clothing and Supplies for Jefferson**  
**County**  
**Bids due: 11:00 AM CDT, Tuesday, April 10, 2018**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

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

## Instructions to Bidders

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### 1. Bid Submission

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

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

**Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked “SEALED BID.” The outside of the envelope or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder’s Name and Address; and shall be addressed to the Purchasing Agent.**

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

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

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

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

## 5. County Holidays

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	New Year's

## 6. 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.

## 7. 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.

## 8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.**

#### **16. 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.

**17. Currency**

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

**18. 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.

**19. Notice to Proceed/Purchase Order**

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

**20. 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.

**21. Definitions**

“County” – Jefferson County, Texas.

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

**22. Minority-Women Business Enterprise Participation**

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

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

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

## 2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

**2.13 Acceptability.** All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

**2.16 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and

performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### **3. Purchase Orders and Payment**

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

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

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

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

### **4. Contract**

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

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

## **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-half times 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. AGREEMENT 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 three (3) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.**

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners’ Court.

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

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

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

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

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

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

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

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

### 4. Multiple Vendor Award

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

## 5. Delivery

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

## 6. Payment

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

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

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

## 7. Usage Reports

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

## 8. Insurance

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

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

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

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

### **Minimum Insurance Requirements:**

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

**Excess Liability**      \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**      Statutory Coverage (See Section 9 Below)

## 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 Yea-Mei Sauer, Contract Specialist (email: [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us)), regarding any questions or comments. Please reference bid number IFB 18-003/YS.

### **Scope**

The intent of this bid is to establish an annual contract for the purchase of inmate clothing and supplies for use by the Jefferson County Correctional Facility.

### **Technical Specifications**

All garments must be new, unused, clean, first quality only (no irregulars or seconds will be accepted), and ready for immediate use, with no defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected.

Contractor shall furnish all labor, personnel, service, supervision, freight, transportation, inside delivery and pick-up, materials, tools, supplies, and equipment necessary to perform the service and provide the products as requested.

#### **1. Inmate Coveralls**

Coveralls, raglan short sleeves. All seams 3 needle felled. Elastic back with woven heat resistant 1 1/2" elastic, to be sewn with 4 rows of stitching. Coverall shall be jointed at waist both front and back with 3 needle fell seams. There shall be one pocket over the left breast, double stitched and bar tacked. Six snap front to be 24 brass nickel plated guaranteed not to rust. Stainless steel snaps and/or grippers are not acceptable. The crotch shall be 3 needle lock stitched and have 2 bar tacks. The lapel shall extend to the raglan sleeve seam and be bar tacked where collar, lapel and raglan seam meet. Fabric shall be 7 1/2oz twill, 65% polyester/ 35% combed cotton. Fabric shall be industrial laundry finish, maximum shrinkage: 3%. Labels shall be woven polyester, 2 1/2" x 1 1/4", color coded by size. All 3 needle seams shall be cleanly finished and have no raw edges. All thread to be the same color as the garment. Sizes: X-Sm – 15X-L.

**“COUNTY JAIL”** shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

**Vendor shall supply with the bid a sample coverall in either orange or yellow and a color swatch for the other coverall colors.** Samples not will not be returned. If cloth is different for each color coverall, a sample of each coverall shall be required.

Colors: Yellow – with “COUNTY JAIL” in 3" black lettering

Navy Blue – with “COUNTY JAIL” in 3" white lettering

Orange – with “COUNTY JAIL” in 3" white lettering

Red – with “COUNTY JAIL” in 3" white lettering

#### **2. Inmate Jackets (Unlined)**

65% Poly/35% cotton denim, 7.5 oz., no lining.

Color: Orange

Machine washable

Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length. "**COUNTY JAIL**" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

### **3. Inmate Jackets (Lined)**

65% Poly/35% cotton denim, 7.5 oz., no lining.

Color: Orange

Machine washable

Five thread serger stitching, 12 inches per inch.

Construction: 1" hem bottom, 2-1/4" sleeve cuff, 4 patch pockets, 5 brass metal buttons, banded corduroy collar, hip length.

100% polyester, shrink-resistant blanket lining

"**COUNTY JAIL**" shall be stenciled on back in 3" letters and placed on two separate lines, 5" down from center of collar.

### **4. Deck Shoe with Toecap**

Slip on style, upper heavy weight canvas, 11oz or heavier cotton duck.

Elastic twin gore

Insole 6oz cotton sewn in

Extra thick basketball type sole, textured rubber, brown color

Heel 2 ply counter

Protective textured foxing

Sizes: Men 4-15, and Female starting size 6

Packed in cases of 12 or 24

Color: Navy

### **5. Night Shirt (Female)**

Slip-over style, polyester/cotton fabric, industrial grade laundry fabric.

Sizes: Small – 6X. No Color Specified.

### **6. Mattress**

Densified Polycore Mattress, Size: 30" x 75" x 4".

100% polyester densified batting.

No Color Specified.

*Mattress to meet or exceed these tests:*

State of California Penal Mattress Fire Safety Test – Laboratory report No. SP-80-1

National Bureau of Standards NBSIR77-1290 burn test under actual fire conditions. Standards were established to determine amount of toxic gasses present, amount of smoke present, degrees of temperature, and heat flux, ability of material to support combustion, and fire growth potential (flashover).

California Standard Bulletin 117 – testing the fire resistance of the resilient filling materials by vertical open flame test and horizontal cigarette test (DOC FF4-72).

ASTM D-1692 – rate of burning or extent of burning of cellular plastics using a supported specimen of horizontal screen.

DOC FF4-72 – flammability standard of mattresses.

ASTM E-162 – surface flammability of materials using a radiant heat source.

Technical Bulletin 121 – "Flammability Test Procedure for Mattresses for use in High Risk Occupancies", State of California.

Motor Vehicle – MV 302

Aircraft Seating – FAR 25.853

English Flame Law – UK 5852 Ignition Source 2  
 National Fire Protection Agency - #260 and #261

## **7. Mattress Covers (12 oz. Staph Check Vinyl Cover)**

Heavy Duty 12oz-3ply vinyl that is fire retardant and bacteria resistant. Vinyl to be reinforced with nylon webbing. Vinyl is flame resistant and bacteria resistant. No Color Specified.

*Vinyl Cover must meet or exceed these tests:*

Antimicrobial to protect the fabric – Test NYS63

Weight, oz. per sq. yd. – ASTM D3776

Flame Resistance – ASTM D6413

Cigarette Ignition – 16 CFR Part 1632

Breaking Strength, lbs. – ASTM D5034

Tear Strength, lbs. – ASTM D751/A

Adhesion (peel) lbs. / 2 inches – ASTM D751/Peel adhesion

Surface Resistivity, OHMS/SQ – AATCC 76

Seam Construction: all seams shall face the inside, except the end seam. Seams should be double needle lock stitched and sewn with a heavy gauge nylon thread to prevent inmate destruction.

## **8. Mattress Covers (Heavy Weight Twill Cover)**

Heavy duty twill (6-8 oz.), color: off-white, to fit like an oversized pillow case (slip on to mattress), size: 30" x 75" x 6" (to fit mattresses 30" x 75" x 4" or 6"), must be able to withstand institutional washing and drying cycles.

## **9. Inmate Blanket**

White color, 100% cotton material, closed weave to prevent snagging and discourage dismantling, size 66" x 90", weight, 3 lbs., per blanket or greater.

## **10. Inmate Bath Towel**

White color, 100% cotton material, dense-looped terry, size 20" x 40", weight 5.5 lbs., per dozen.

## **11. Laundry Bag**

White color, 100% knitted polyester material, withstands bleach, size 18" x 30", pull lock (with draw string) – closure style.

## **12. Laundry Bag (nets)**

White color, 100% polyester mesh (with holes to allow for air and water exchange), size 18" x 24", tie-cord closure, with cloth ID tag.

## **Prices**

This will be a firm fixed price contract. At the time of annual renewal, Vendor may request price increases based on documented manufacturers' increase.

## **Shipping/Handling**

Contractor will be responsible for payment of all charges associated with the inside delivery, pick-up, transport, shipping and handling of all garments, products, supplies and materials ordered from this solicitation request. Deliveries will be F.O.B. Jefferson County at the destination indicated on each Purchase Order. Contractor shall retain title and control of all goods until they are delivered to designated sites and contract coverage has been completed. Jefferson County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

## Minimum Orders

There are no minimum order requirements associated with this contract. Purchase orders for inmate clothing and supplies will be released to successful bidder(s) as required. Occasional small deliveries will be required, and the **successful bidder(s) shall be responsible for prompt delivery of any purchase. MINIMUM ORDER BIDS ARE NOT ACCEPTABLE.**

## Quantities

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the bid proposal are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the contract.

## Evaluation of Alternate Products

If an alternate product is offered, a catalog cut of that item shall be provided with your bid so that item can be evaluated as "or equal." Contractor must provide a sample at no cost to Jefferson County for evaluation purposes, upon request by the Jefferson County Purchasing Department.

## Product Substitution

All products delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal.

## Product Discontinuance

In the event a product and/or model is discontinued by the manufacturer, Jefferson County at its sole discretion may allow the awarded vendor to provide a substitute for the discontinued item. The awarded vendor shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

## Random Sampling

Products may be tested on a random basis throughout the contract period for compliance with bid specifications. Defective or non-compliant products shipped to Jefferson County will be returned to the awarded vendor. The awarded vendor will be responsible for handling, transportation, and pick-up of the defective or non-compliant products at their own expense. Awarded vendor will be required to ship at their own expense replacement products should such defects arise. In the event the awarded vendor is unable to provide the replacement products within the time frame specified by Jefferson County, the County reserves the right to purchase the requested products off contract and charge the awarded vendor the difference in cost from the contract amount and off contract purchase price.

## Ordering Procedure

All orders require a valid Jefferson County Purchase Order Number prior to processing any request.

## Delivery Time Period

**All items shall be delivered within 30-45 calendar days unless otherwise specified.** Unless otherwise stated by the ordering department all shipments shall be made directly to the Jefferson County Correctional Facility. It shall be the bidder's responsibility to meet the County's delivery requirements, even if the bidder finds it necessary to purchase on the open market or incur additional freight costs. Jefferson County reserves the right to obtain items

**specified in this solicitation request on the open market in the event the bidder fails to make delivery in the time schedule specified and price differential will be charged against the awarded bidder.**

### **Shipping Documents**

A packing list or other suitable shipping document shall accompany each shipment and shall show the 1) the name and address of Contractor, 2) name and address of the requesting department, 3) Jefferson County purchase order number, 4) description of product or material shipped, including item number, quantity, number of containers and package number, if applicable.

## 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 18-003/YS, Term Contract for Inmate Clothing and Supplies for Jefferson County

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Mailing Address (Please provide a physical address for bid bond return, if applicable):** \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

# OFFER AND ACCEPTANCE FORM

# OFFER TO CONTRACT

## To Jefferson County:

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

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

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

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

Company Name

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.**

## Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. IFB 18-003/YS, Term Contract for Inmate Clothing and Supplies. 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

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Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

Item	Unit	Description	Size	Unit Price			
				Yellow	Navy Blue	Orange	Red
1	Each	Inmate Coveralls (Average Annual Order: 500-1000 of each color)	X-Sm	\$	\$	\$	\$
			Small	\$	\$	\$	\$
			Med	\$	\$	\$	\$
			Large	\$	\$	\$	\$
			X-L	\$	\$	\$	\$
			1X-L	\$	\$	\$	\$
			2X-L	\$	\$	\$	\$
			3X-L	\$	\$	\$	\$
			4X-L	\$	\$	\$	\$
			5X-L	\$	\$	\$	\$
			6X-L	\$	\$	\$	\$
			7X-L	\$	\$	\$	\$
			8X-L	\$	\$	\$	\$
			9X-L	\$	\$	\$	\$
			10X-L	\$	\$	\$	\$
			11X-L	\$	\$	\$	\$
			12X-L	\$	\$	\$	\$
			13X-L	\$	\$	\$	\$
			14X-L	\$	\$	\$	\$
			15X-L	\$	\$	\$	\$

Item	Unit	Description	Size	Unit Price
2	Each	Inmate Jackets (unlined)	X-Sm	\$
			Small	\$
			Med	\$
			Large	\$
			X-L	\$
			1X-L	\$
			2X-L	\$
			3X-L	\$
			4X-L	\$
			5X-L	\$
			6X-L	\$

Item	Unit	Description	Size	Unit Price
3	Each	Inmate Jackets (lined)	X-Sm	\$
			Small	\$
			Med	\$
			Large	\$
			X-L	\$
			1X-L	\$
			2X-L	\$
			3X-L	\$
			4X-L	\$
			5X-L	\$
			6X-L	\$

Item	Unit	Description	Color	Size	Unit Price
4	Pair	Deck Shoe with Toecap	Navy Blue	5	\$
			Navy Blue	6	\$
			Navy Blue	7	\$
			Navy Blue	8	\$
			Navy Blue	9	\$
			Navy Blue	10	\$
			Navy Blue	11	\$
			Navy Blue	12	\$
			Navy Blue	13	\$
			Navy Blue	14	\$
			Navy Blue	15	\$
Item	Unit	Description	Size	Unit Price	
5	Each	Night Shirt – Female. No Color Specified. (Average Annual Order: 100)	Small	\$	
			Medium	\$	
			Large	\$	
			1X	\$	
			2X	\$	
			3X	\$	
			4X	\$	
			5X	\$	
			6X	\$	
Item	Unit	Description	Color	Size	Unit Price
6	Each	Mattress (Average Annual Order: 300)	No Color Specified	30"x75"x4"	\$
7	Each	Mattress Cover (Average Annual Order: 300-500)	No Color Specified	30"x75"x4"	\$
8	Each	Mattress Cover Heavy Weight Twill	Off White	30" x 75" x 6"	
9	Each	Inmate Blanket (Average Annual Order: 500-1000)	White	66"x90"	\$
10	Doz.	Inmate Bath Towel (Average Annual Order: 100-200 doz.)	White	30"x40"	\$
11	Each	Laundry Bag (Average Annual Order: 500)	White	18"x30"	\$
12	Each	Laundry Bag (mesh)	White	18" x 24"	

**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><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b>  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>  Date Received
<b>1</b> <b>Name of vendor who has a business relationship with local governmental entity.</b>		
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> <b>Name of local government officer about whom the information in this section is being disclosed.</b>  <hr style="width: 20%; margin-left: 0;"/> Name of Officer		
<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>		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
<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>		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
<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>		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
<p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<b>4</b> <hr style="width: 30%; margin-left: 0;"/> Signature of vendor doing business with the governmental entity <hr style="width: 30%; margin-left: 20px;"/> Date		

Adopted 8/7/2015

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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>						
<b>1</b>	<b>Name of Local Government Officer</b>		<b>OFFICE USE ONLY</b>			
<b>2</b>	<b>Office Held</b>		Date Received			
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>					
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>					
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>					
<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>6</b>	<b>AFFIDAVIT</b> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black; margin-top: 10px;"> <tr> <td style="width: 33%; text-align: left; padding: 2px;">Signature of officer administering oath</td> <td style="width: 33%; text-align: left; padding: 2px;">Printed name of officer administering oath</td> <td style="width: 33%; text-align: left; padding: 2px;">Title of officer administering oath</td> </tr> </table>			Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath				

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

Yes  No

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

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

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

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

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

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

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

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

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

---

Printed Name of Authorized Representative

---

Signature

---

Title

---

Date

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

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

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

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

Yes  No

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

---

Contractor Name: \_\_\_\_\_ HUB:  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: \_\_\_\_\_

---

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

---

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

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

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

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

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

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

---

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

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

**PAGE 4 OF 4**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Residence Certification/Tax Form

---

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

---

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

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

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

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

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

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

## **Bid Affidavit**

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

“I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)  
for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

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

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone#: \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

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

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

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

**LEASE EXTENSION FOR RFP 12-039/KJS  
REMAINING LEASE OF PROPERTIES ACQUIRED AS A RESULT  
OF “BUY- OUT”**

The County entered into a lease with Mike and Sandy Miller for five (5) years, from March 9, 2013 to March 8, 2018.

Pursuant to the lease, Jefferson County hereby exercises the option to extend the lease for five (5) additional years from March 8, 2018 to March 7, 2023.

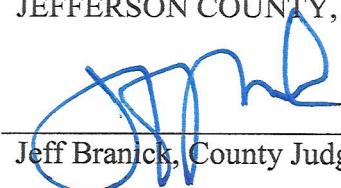
6

ATTEST:

Carolyn L. Guidry  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

LEESEE:  
Mike & Sandy Miller

Miller  
(Name)  
Sandy Miller

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6

ATTEST:

Carolyn L. Guidry  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

LEESEE:  
Mike & Sandy Miller

Miller  
(Name)  
Sandy Miller



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

Date: February 22, 2018

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY  
February 26, 2018

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COUNTY CLERK - ELECTIONS	TYPEWRITER	17208	
COUNTY CLERK - ELECTIONS	DESK	1647	
COUNTY CLERK - ELECTIONS	CABINET	17197	
COUNTY CLERK - ELECTIONS	GLASS TOP	28010	
COUNTY CLERK - ELECTIONS	GLASS TOP	28012	
COUNTY CLERK - ELECTIONS	DESK	17025	
COUNTY CLERK - ELECTIONS	DESK	16678	
COUNTY CLERK - ELECTIONS	DESK	17173	
<i>contact person: Naomi Doyle</i>			
279th DISTRICT COURT	CHAIR		
<i>contact person: Angie Norman</i>			
DISTRICT CLERK	BROTHER MFC FAX MACHINE	26360	
DISTRICT CLERK	IBM TYPEWRITER	23112	
DISTRICT CLERK	IBM TYPEWRITER	15054	
DISTRICT CLERK	JARCO MANUAL RECEIPT MACHINE	12718	
<i>contact person: Raquel Diaz</i>			
ENVIRONMENTAL CONTROL	BLUE CLOTH CHAIR	16995	
ENVIRONMENTAL CONTROL	BLACK FAUX LEATHER CHAIR	33328	
<i>contact person: Ronda Conlin</i>			
PURCHASING	CHAIR	19943	
PURCHASING	CHAIR	19927	
<i>contact person: Sylvia Moore</i>			
SHERIFF	HP OFFICE JET PRO 8620 PRINTER	CN519UK02G	
<i>contact person: Dana Aguilard</i>			

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

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY  
February 26, 2018

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
TAX OFFICE - BEAUMONT	WOODEN LOCKERS		
TAX OFFICE - BEAUMONT	CANON MP11DX CALCULATOR	21604222	
TAX OFFICE - BEAUMONT	CANON CP1213DII CALCULATOR	20000605	
TAX OFFICE - BEAUMONT	2-DRAWER FILING CABINET		4836
TAX OFFICE - BEAUMONT	2-DRAWER FILING CABINET		4900
TAX OFFICE - BEAUMONT	6-OFFICE CHAIRS		
TAX OFFICE - BEAUMONT	CANON P126-D CALCULATOR	224952	
TAX OFFICE - BEAUMONT	CANON CP1012D CALCULATOR	224367	
<i>contact person: Cheryl Ellis</i>			

## AIRLINE OPERATING AGREEMENT AND TERMINAL LEASE

THIS AIRLINE OPERATING AGREEMENT AND TERMINAL LEASE (this "Agreement") is made and entered into this 8th day of January, 2018, effective, January 1, 2018 by and between the JEFFERSON COUNTY TEXAS, a public body, hereinafter referred to as the "Lessor", and AMERICAN AIRLINES INC, a foreign corporation organized under the laws of the State of Delaware and authorized to do business in the State of Texas hereinafter referred to as "Airline".

**WITNESSETH:**

WHEREAS, LESSOR has exclusive authority and power to operate the real property located in the County of Jefferson, State of Texas, known as the Jack Brooks Regional Airport (the "Airport"); and

WHEREAS, Airline is engaged in the business of transporting persons, property, cargo and mail by air; and

WHEREAS, LESSOR desires to lease terminal space to Airline and Airline desires to lease terminal space from LESSOR and obtain landing rights at the Airport; and

WHEREAS, LESSOR has the sole and exclusive authority to levy and collect all rentals, fees, and charges incidental to Airline's use of the Airport and its appurtenances.

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, and for other valuable consideration, the parties hereto agree as follows:

1. USE OF AIRPORT. Airline, its employees, passengers, guests, patrons, and invitees shall have the right to the use (in common with other duly authorized users) of the Airport and its appurtenances, together with all facilities, improvements, equipment, and services that have been or may hereafter be provided for common use at or in connection with the Airport, subject to the Rules and Regulations of Airport ("Rules and Regulations") which are not in conflict with this Agreement.

2. SPECIFIC RIGHTS OF AIRLINE AT THE AIRPORT. Airline shall have the right, in addition to all rights elsewhere granted in this Agreement, to use the Airport for each of the following purposes:

- A. The carriage of persons, including all activities reasonably necessary to such operation hereafter referred to as Airline's "air transportation system".
- B. The landing, taking off, flying over, taxiing, pushing, towing, loading, unloading, repairing, maintaining, conditioning, servicing, parking, storing, and testing of aircraft or other equipment of, or operated by Airline subject to the Rules and Regulations.
- C. The sale of tickets, documentation of shipments, handling of reservations, and the loading and unloading of persons, property, cargo, and mail at the Airport by such motor vehicles or other means of conveyance as Airline may desire to use in the operation of its air transportation business. Any ground transportation commercial carrier shall first secure and thereafter hold a valid lease, license, or other agreement with LESSOR for the right to carry persons or their baggage to and from the Airport as LESSOR may set by agreements, ordinances, or Rules and Regulations.
- D. The training at the Airport of persons and testing of aircraft and other equipment, such training and testing to be limited to that incidental to Airline's air transportation business at the

Airport. Flight training shall be undertaken by Airline only to the extent permitted by, and subject to, the Rules and Regulations of Airport.

E. The purchase of Airline's requirements of personal property or services, including food, beverage, and other passenger supplies, and any other materials and supplies used by Airline from any person or company of Airline's choice for services to be performed for Airline that are incidental to the operation of the Airline's air transportation business.

F. The servicing by Airline, or by its suppliers of materials, or its furnishings of services, of aircraft and other equipment operated by Airline or by other air transportation companies with which Airline has an applicable handling agreement, line maintenance, or other materials or supplies, at assigned aircraft parking positions or other locations designated by Airport's Airport Director ("Airport Director") except that nothing herein shall be deemed to grant others the right to do business on the Airport without prior agreement with LESSOR.

G. The installation, maintenance, and operation of identifying signs, posters, and graphics in the terminal or in Airline's leased premises, subject to the prior written approval of Airport Director.

H. The installation, maintenance, and operation of such radio, meteorological, radio communication, telephone, telefax, computers and other telecommunication devices and aerial navigation equipment and facilities at suitable locations on the Airport as may be necessary or convenient in the opinion of Airline for its operations; provided that (1) the location of such equipment and facilities shall be subject to the prior written approval of the Airport Director; and (2) the use and location of such equipment and facilities shall not conflict with other similar equipment and facilities on the Airport.

I. The provision of baggage service in the Terminal Building.

3. AIRLINE RESPONSIBILITIES. In connection with the exercise of its rights under this Agreement, Airline:

A. Shall not knowingly do or permit to be done anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, electrical system, heating system, natural gas, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, or other Airport systems installed or located on or within the premises of the Airport.

B. Airline will comply with any applicable environmental regulations affecting its operations as required by Jefferson County, the State of Texas or the federal government. Airline shall not conduct any maintenance or washing activities outside of an area designated by the Airport (with such area required to be designated by Airport so as to meet the operational needs of Airline in a reasonable manner) and will take all necessary precautions to capture any spills and to keep the ramps free of discharges of hazardous chemicals or petroleum products. Airline shall not engage in any activity or conduct, including but not limited to the use, treatment, generation, transportation, processing, handling, disposal, production or storage of hazardous substances, or the use of solvents, lubricants, petroleum, degreasers, or other compounds, in such an unlawful manner as to risk contamination of the soil or ground or open waters or the emission of vapors or gases which constitute atmospheric pollutants, which creates or may create an unlawful, dangerous, injurious, or noxious condition or that violates the terms or conditions of the Airport's environmental permits. Airline shall become familiar with the requirements of Airport's spill protection plan and to maintain spill containment materials in close proximity to Airline's activities. The Airport shall have the right to monitor Airline's activities, whether in an exclusive use area or in a common use area, for compliance with Airport's Spill Prevention Control and

Counter Measure Plan (SPCC) and Storm Water Plan. Within twenty four hours of use, Airline shall report deicing activities to Airport including the volume and type of deicing chemicals utilized by Airline engaged on behalf of Operator. If the airport office is closed, an email notification of deicing is sufficient. In the event of any discharge or spill of hazardous materials to the environment resulting from Airline's use of the Leased Premises, Airline shall notify the Airport Director IMMEDIATELY.

C. Operator recognizes Airport's required compliance with Transportation Security Administration Regulations concerning airport security. Airline agrees to cooperate and comply with such regulations and Airport's Airport Security Program (ASP) as it relates to its use of the Airport's public facilities. Airline shall take the necessary steps to prevent or deter unauthorized persons from obtaining access to the secured areas of the Airport. To the extent possible, Airline agrees to cooperate with Airport and/or any other air carrier in dealing with aircraft and emergencies at the Airport. In the event of an emergency Airline will fully cooperate with the Airport and assist in the implementation of the then current Airport Emergency Plan.

D. Airline shall not sell or dispense food or beverages at the Airport other than in its aircraft or to its customers in event of a flight delay.

4. TERM. The term of this Agreement shall commence January 1, 2018 and terminate without further notice on December 31, 2020 unless sooner terminated as provided herein or unless extended by mutual agreement of the parties.

5. RENTALS AND FEES. The consideration that Airline agrees to provide LESSOR for leasing space under this Agreement is to:

- A. provide regularly scheduled air transportation to and from the Airport.
- B. pay rentals and fees for the use of the premises, facilities, rights, licenses, services and privileges granted hereunder, according to the terms specified in attached Exhibit "A".
- C. LESSOR reserves the right to revise its Passenger Facility Charge (PFC) and Landing Fees during the term of this Agreement in accordance with FAA guidelines.

6. SCHEDULE. Airline agrees to schedule an aircraft to perform the Air Service between Dallas/Fort Worth International Airport ("DFW") and Jack Brooks Regional Airport ("BPT") in both directions. Airline reserves the right to make all operational decisions regarding the Air Service, including, but not limited to, aircraft type and configuration, timing of arrival/departure, and frequency of service. LESSOR acknowledges that due to operating conditions, Airline may be required to publish available seating levels that are below total aircraft seating capacity due to weather or other conditions.

7. MAINTENANCE AND OPERATION OF AIRPORT FACILITIES. The Airport agrees that it will maintain the landing field, runways, aprons, taxiways, terminal building, and all appurtenant facilities connected therewith in substantially as good order and condition as they are in at the present time. The Airport agrees, except as herein otherwise provided, that it will, during the term of this lease, maintain and keep the Airport in a safe, workable, clean and sanitary condition and in good repair and free from obstruction. The Airport agrees to retain FAA Airport Certification and to keep, maintain and operate the Airport in such a manner as to render it suitable for use by Airline in its air transportation operations and in accordance with all rules and regulations of the FAA. Airport reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport. Airport reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction.

8. TERMINAL BUILDING. Airline shall have the nonexclusive use of an area containing 284 square feet for ticket counter space and 614 square feet of office space located in the terminal building as identified on attached Exhibit "B" ("Leased Premises") for such uses as Airline finds necessary to the operation of its air transportation system. Such uses shall include the sale of tickets, manifesting of passengers and cargo, handling of mail, baggage and cargo, and the operation and communications office. Airline, its employees, passengers, guests, patrons and invitees shall also have the use, in common with others, of any public space now available in the Terminal Building, or which may hereafter be made available, including, but not limited to, waiting rooms, rest rooms and auto parking space adjacent to the Terminal Building. All passenger waiting rooms, rest rooms and other facilities in the Terminal Building shall be furnished and maintained by the Airport in a neat and sanitary condition for the non-exclusive use of Airline's passengers, invitees and employees. In the event a new terminal is constructed by Airport prior to expiration of this Agreement, the parties will determine the location, terms and conditions of Airline's occupancy in the new terminal.

9. HEAT, AIR CONDITIONING, ELECTRICITY, WATER, SEWER, TELEPHONE AND JANITORIAL SERVICE. The Airport, at its own expense, shall furnish all heat, air conditioning, electricity, janitorial, water and sewer for the Terminal Building and will keep the public use premises in a heat, clean and sanitary condition. Airline shall furnish its telephone service and provide janitorial service for the Leased Premises.

10. INSURANCE. Airline shall maintain in full force and effect the forms of insurance set forth in this Article 10. All such insurance shall be evidenced by certificates of insurance naming Authority as an additional Insured satisfactory to LESSOR, evidencing coverage as required herein.

A. Aircraft liability and comprehensive form general liability insurance, covering bodily injury, property damage, and contractual liability with a liability limit of not less than \$50,000,000.00 for Airlines operating aircraft, combined single limit per each occurrence for bodily injury and property damage liability in order to assure payment of damage occasioned by Airline's operations or activities into, upon, and leaving any part of the Airport.

B. If Airline provides hangar service for third parties, hangar keepers liability insurance in an amount adequate to cover any non-owned property in the care, custody, and control of Airline on the Airport, but in any event in an amount not less than \$50,000,000.00.

C. Automobile liability insurance in an amount adequate to cover automobile insurance in, around, or at the Airport in an amount not less than \$1,000,000.00 per person and \$5,000,000.00 per occurrence.

D. Airline shall likewise maintain workers' compensation insurance, covering all its employees who may from time to time be on Airport premises in such capacity. Airline shall require each of its agents, licensees, subcontractors, and suppliers for the leased premises to maintain such workers' compensation insurance covering their employees coming on Airport premises in connection with Airline's operations hereunder. Upon request by LESSOR, Airline shall furnish LESSOR with evidence of such workers' compensation insurance in a form acceptable to LESSOR.

E. If any claim for damages is filed with Airline or if any lawsuit is instituted against Airline, Airline shall give prompt and timely notice thereof to LESSOR, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with Airline's use of the leased premises or Airline's operations or activities in regard to the Airport and that in any way affect or might reasonably affect LESSOR.

F. If any claim for damages is filed with LESSOR or if any lawsuit is instituted against LESSOR, LESSOR shall give prompt and timely notice thereof to Airline, provided that claims and lawsuits

subject to such notice are only those that arise out of or are in any way connected with the operation of the Airport by Authority and that in any way affect or might reasonably affect Airline.

11. WAIVER OF SUBROGATION. In the event that the premises leased to Airline or any part of the airport shall be destroyed in whole or in part by any cause or causes covered by standard fire and extended coverage insurance forms, the Airline shall not be liable for or responsible to LESSOR or any insurer or insurers of LESSOR and the LESSOR shall not be liable for or responsible to Airline or any insurer or insurers of the Airline for and in respect of any such damage or destruction. The Airline hereby specifically waives any and all right of subrogation which its insurer or insurers may have against the LESSOR for such losses, damages or destruction of Airlines property and the leased premises, all notwithstanding the fact that the same is caused in whole or in part by the neglect, omission, or negligence of Airline or any of its officers, agents, employees, invitees or otherwise or by the neglect, omission, or negligence of LESSOR or any of its officers, agents, employees, invitees or otherwise.

12. INDEMNIFICATION. Airline 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 Airline at the Airport. Airline 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. LESSOR shall give to Airline prompt and reasonable notice of any such claims or actions.

13. DAMAGE OR DESTRUCTION OF PREMISES. In the event the premises covered by this lease are wholly or partially destroyed or damaged so as to render the whole, or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this lease, at the option of Airline shall cease and terminate as of the date of such destruction or damage. Upon such termination, the LESSOR shall repay to Airline any rents previously paid by Airline with respect to any period subsequent to the date of such termination, and Airline shall surrender possession of the premises to the LESSOR. If such destruction or damage can be repaired within one hundred twenty (120) days, the LESSOR shall forthwith repair the same with all reasonable diligence, and at its own expense (unless such damage was caused by the negligence or actions of Airline, its employees, and/or agents in which case the Airline shall repair the premises) and this lease shall continue in force and effect.

14. CANCELLATION BY LESSOR. Lessor may cancel this Agreement upon giving Airline sixty (60) days written notice, upon or after the happening of any of the following events:

- A. nonpayment of rent and fees to Airport by Airline;
- B. failure to provide regularly scheduled air transportation to and from the Airport;
- C. the filing by Airline of a voluntary petition in bankruptcy, the adjudication of Airline as a bankruptcy pursuant to involuntary bankruptcy proceedings, or the appointment of a receiver of Airline's assets;
- D. the abandonment by Airline of the conduct of air transportation at the Airport;
- E. the default by Airline in the performance of any other covenants or agreements herein required to be performed by Airline (except as set forth above) and the failure of Airline to remedy such default for a period of thirty (30) days after receipt from LESSOR of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Airline shall have remedied the default prior to receipt of LESSOR's notice of cancellation.

F. No waiver of default shall be construed to be or act as a waiver by LESSOR of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Airline.

15. CANCELLATION BY AIRLINE. Airline may cancel this Agreement after the happening of any one of the following events:

- A. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof for Airport purposes;
- B. The material breach by LESSOR of any of the covenants or agreements herein contained and the failure of LESSOR to remedy such breach for a period of sixty (60) days after receipt of a written notice of the existence of such breach;
- C. The inability of Airline to use said premises and facilities continuing for a period in excess of sixty (60) days due to any deficiency of the Airport or unsafe condition for operating at the Airport;
- D. The assumption by the United States Government, or any authorized agency thereof, of control of the Airport and facilities or any substantial part or parts thereof such that Airline is unable to fulfill its obligation to provide regularly scheduled air transportation to and from the Airport.
- E. No waiver of default shall be construed to be or act as a waiver by Airline of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by County.

16. CARE AND SURRENDER OF PREMISES. Airline shall take good care of the Leased Premises. Upon the expiration or other termination of this Agreement, Airline's authority to use the premises, rights and facilities herein granted shall cease, and Airline shall, upon such expiration or termination, promptly and in good condition, ordinary wear and tear excepted, surrender the same to the Airport. Except as otherwise provided in this article, all improvements, equipment and other property bought, installed, erected or placed by Airline in, on, or about the Airport shall be deemed to be personal and shall remain the property of Airline, and Airline shall have the right at any time during the term of this lease and prior to its expiration or other termination to remove any or all of its property from the Airport; provided, Airline is not in default in its payments to the Airport hereunder and subject further to Airline's obligation to repair all damage, if any, resulting from such removal; and provided further, that if Airline fails to remove any such structures, fixtures, equipment and other property, they may be removed by the Airport at Airline's expense, or the Airport may, at its option, take title to these items or property in lieu of removal by or for Airline.

17. ASSIGNMENT AND SUBLEASE. Airline shall not assign this Agreement or any part hereof in any manner whatsoever or sublet the premises or any part thereof or any of the privileges recited herein without the prior written consent of the LESSOR. However, Airline shall have the right to assign all or any part of its rights and interests under this Agreement to any Affiliated Airline or to any successor to Airline's air transportation business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets, and the consent of LESSOR thereto shall not be required, but due notice of any such assignment shall be given to the Airport Director within thirty (30) days after such assignment hereunder. No assignment, transfer, conveyance, sublease, or granting of a nonexclusive license by Airline shall relieve Airline of its responsibility for payment of rent and performance of all other obligations provided in this Agreement, without specific written consent of the LESSOR to such relief.

18. COMPLIANCE WITH LAW. Airline shall not use the airport or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, invitees, or licensees, for any illegal purposes

and shall, at all times during the term of this Agreement, comply with all applicable ordinances, laws, and Rules and Regulations of Airport and of any city, county, or state government or state agency or of the U.S. Government, and of any political division or subdivision or agency, city, or commission thereof that may have jurisdiction to pass laws or ordinances or to make and enforce rules and regulations with respect to the uses hereunder. It is understood that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to Airline.

19. NONDISCRIMINATION. Airline, as part of the consideration hereof and as a covenant running with this Agreement, hereby covenants and agrees that:

- A. Airline shall provide services and shall use the premises in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.
- B. No person on the grounds of race, color, national origin, sex, physical handicap, or other classification protected under federal or state law shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities.
- C. No person on the grounds of race, color, national origin, sex, physical handicap, or other classification protected under federal or state law shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under the leased premises and the furnishing of services thereon.
- D. Airline shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge not unjustly discriminatory prices for each unit of service. Airline assures LESSOR that Airline will undertake an affirmative action program as required by FAA Regulations, Title 14, Code of Federal Regulations, Part 152, Subpart E, entitled "Nondiscrimination in Airport Aid Programs," or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, physical handicap, or other classification protected under federal or state law be excluded from participation in any employment activities covered in such Subpart E. Airline further assures LESSOR that no person shall be excluded on such grounds from participating in any employment activities covered in such Subpart E. Airline further assures LESSOR that it will require that its covered subcontractors provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their subcontractors, as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect.
- E. Airline covenants and agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Agreement on the grounds of race, color, national origin or sex, as provided in Part 23 of Title 49 of the Code of Federal Regulations entitled "Participation by Minority Business Enterprises in Department of Transportation Programs".
- F. In the event of a breach by Airline of any of the assurances or covenants in this Article 19 which are not cured by Airline within ten (10) days after receipt of written notice from LESSOR, LESSOR shall have the right to terminate this Agreement, and to reenter and repossess any leased facilities hereunder, and to hold the same as if this Agreement had never been made or issued, but not without the express prior concurrence or direction of the U.S. Department of Transportation or the FAA following suitable review, if any, of such breach and affording Airline a reasonable opportunity to rectify the same, if appropriate.

G. Airline and the LESSOR agree to each fulfill its obligations for handicapped access as required by law. The parties, in assessing their responsibility, shall allocate the responsibilities pursuant to the regulations consistent with the allocation of responsibilities otherwise set forth in this Lease Agreement. In the event the parties cannot agree as to their respective obligations pursuant to said regulation, the parties agree to seek the assistance of the FAA in interpreting and applying the applicable regulations.

20. NONINTERFERENCE WITH OPERATION OF THE AIRPORT. Airline, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not make use of the leased premises in any manner that might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, upon reasonable notice to Airline and opportunity to cure, LESSOR reserves the right to abate such interference as may be appropriate at the expense of Airline. LESSOR shall maintain and keep in repair the Airport landing areas, including taxiways, and shall have the right to direct and control all activities of Airline in this regard.

21. SEVERABILITY. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

22. QUIET ENJOYMENT. Airline shall, upon payment of the rentals and fees herein required, and subject to performance and compliance by Airline of the covenants, conditions, and agreements on the part of Airline to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenance, and facilities as granted hereby and by the Rules and Regulations.

23. TAXES.

A. Airline shall pay, but such payment shall not be considered part of Airport Revenue, all taxes (including any possessory interest tax), assessments, and charges of a like nature, if any, which at any time during the term of this Agreement may be levied against Airline or become a lien by virtue of any levy, assessment, or charge against Airline by the federal government, the State of Texas, or any other tax assessment levying bodies, any municipal corporation, any local government entity, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of the space leased under this Agreement or such facilities of the Airport as are made available for use by Airline hereunder, or upon or in respect to any personal property belonging to Airline situated on the space leased under this Agreement. Payment of such taxes, assessments, and charges, when and if levied or assessed, shall be made by Airline directly to the taxing or assessing authority charged with collection thereof.

B. Airline may, at its own expense, contest the amount or validity of any tax or assessment, or the inclusion of the space leased under this Agreement as taxable or assessable property, directly against the taxing or assessing authority. Airline shall indemnify LESSOR from all taxes, penalties, costs, expenses, and attorneys' fees incurred by LESSOR resulting directly or indirectly from all such tax contests.

C. On any termination of this Agreement, all lawful taxes then levied or a lien upon any such property or taxable interest therein shall be paid in full by Airline forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between attachment of the lien and issuance of a statement.

**AGENDA ITEM****January 16, 2018**

Consider and possibly authorize the County Judge to execute a Terminal Lease Agreement between Jefferson County and American Airlines for space in the Commercial Terminal.

24. SUBORDINATION TO AGREEMENTS WITH THE U.S. GOVERNMENT. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport.

A. In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications or changes to this Agreement, Airline agrees to consent to such reasonable amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable Airport to obtain such grant of funds, provided that in no event shall such changes impair the rights of Airline hereunder.

25. HOLDING OVER. If Airline remains in possession of the leased premises after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement, but shall create only a tenancy from month to month that may be terminated at any time by either party upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Agreement.

26. CONSENT NOT TO BE UNREASONABLY WITHHELD. Whenever consent or approval is required herein by either Airport, LESSOR, or Airline, such consent or approval is not to be unreasonably withheld or delayed.

27. AUTHORITY OF AIRPORT DIRECTOR. All rights and obligations of Airport under this Agreement may be exercised by the Airport Director or designee, unless specifically provided otherwise or required by law.

28. AMENDMENTS. This Agreement may be amended in whole or in part without further consideration upon mutual written consent of both parties.

29. PUBLIC ADDRESS SYSTEM. Airline agrees that the use of Airport's public address, voice, and data communication system will be in accordance with Airport's public address system policy. Airline shall not install, cause to be installed, or use any other such system at the Terminal Building without the prior written approval of the Airport Director.

30. EMPLOYEES OF AIRLINE. Airline shall require all of its employees, subcontractors, or independent contractors hired by Airline working in view of the public and about the Terminal Building to wear clean and neat attire and to display appropriate identification in accordance with the Authority's Airport security plan. Airline will also require all of its employees servicing the public at Jack Brooks Regional Airport to be polite, courteous, and helpful to the public.

31. REMOVAL OF DISABLED AIRCRAFT. Airline shall promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons, and aircraft parking positions) and place any such disabled aircraft in such storage areas as may be designated by Airport. Airline may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by Airport. If Airline fails to remove any of its disabled aircraft promptly, Airport may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or store such disabled aircraft shall be consistent with federal laws and regulations including those of the FAA and the National Transportation Safety Board (NTSB) and Airline agrees to reimburse Airport for all costs of such removal, and Airline further hereby releases Airport from any and all claims for damage to the disabled aircraft or otherwise arising from or in any way connected with such

removal by Authority, except to the extent caused by the willful misconduct of Airport, its agents, or its employees.

32. LICENSES, FEES AND PERMITS. Airline shall obtain and pay for all licenses, fees, permits, or other authorization or charges as required under federal, State, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

33. PRUDENT OPERATOR. LESSOR agrees to operate the Airport in a prudent manner consistent with its statutory obligations.

34. NATIONAL EMERGENCY. This Agreement and all the provisions hereof shall be subject to whatever right the U.S. Government now has, or in the future may have or acquire, affecting the control, operation, regulation, and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

35. REPRESENTATIONS AND WARRANTIES. LESSOR represents and warrants to Airline that on the date hereof, the airport and the leased premises are in good condition and that all mechanical systems are operable. Nothing contained in this agreement shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between LESSOR and Airline. This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Texas.

36. NOTICES. All notice required to be given to the Airport shall be given by certified mail as follows:

To the Jack Brooks Regional Airport at:

Attention: Airport Director  
5000 Jerry Ware Drive  
Beaumont, TX 77705

To Airline at:

VP Corporate Real Estate  
American Airlines  
4333 Amon Carter Blvd MD 5317  
Ft. Worth TX 76155

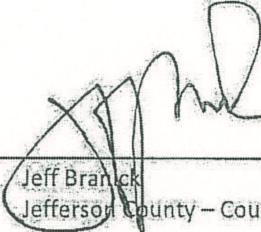
or at such other place as either party may from time to time designate in writing to the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR:

ATTEST:

BY:



Jeff Branick  
Jefferson County – County Judge

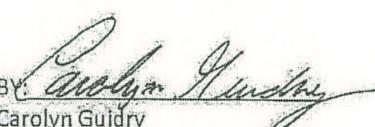
LESSEE:

BY:



Authorized Airline Personnel  
Christopher J. Collison  
Director Real Estate

BY:



Carolyn Guidry  
Jefferson County – County Clerk



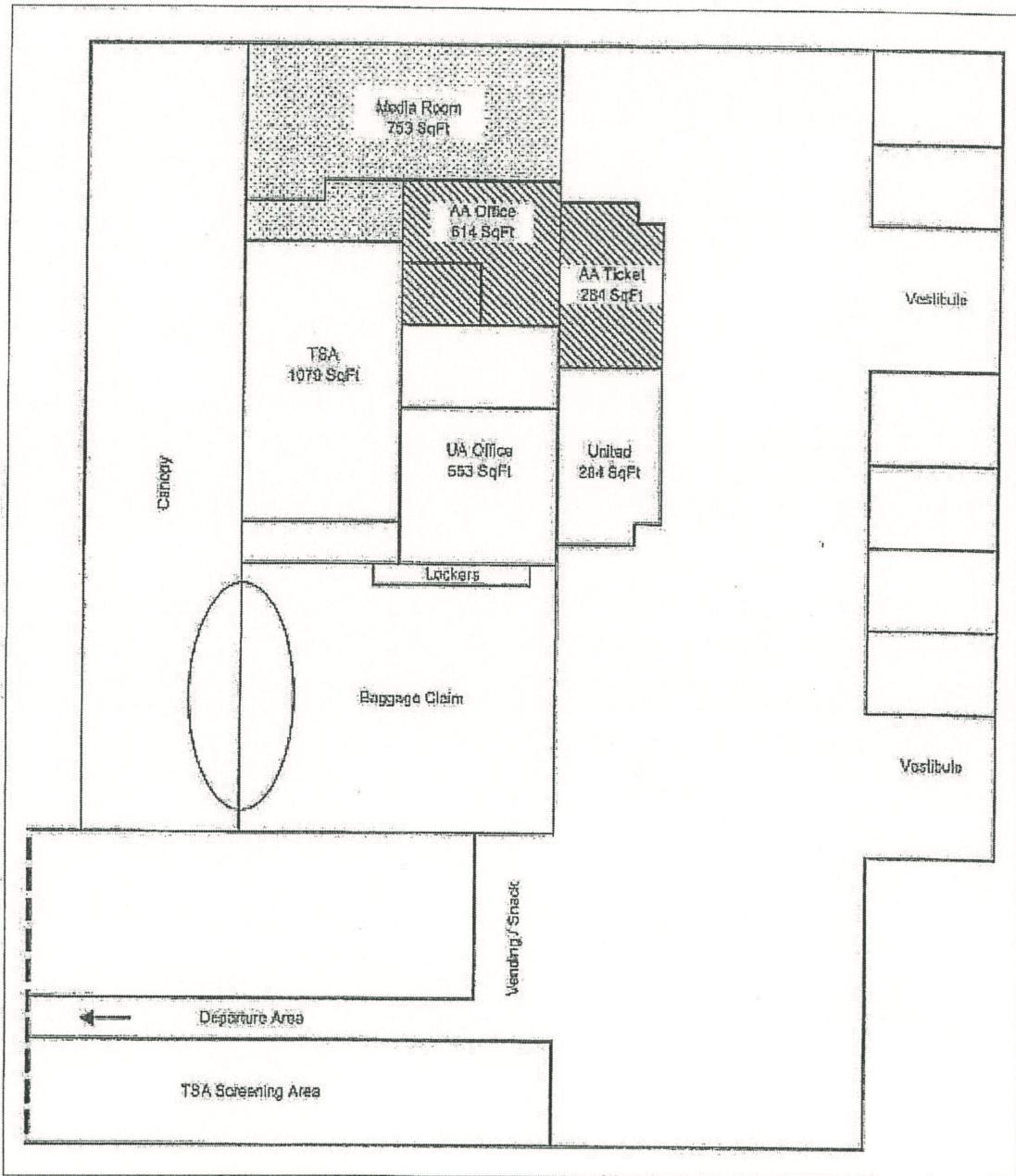
## EXHIBIT "A"

## RENTALS AND FEES

Airline agrees to pay to LESSOR and LESSOR agrees to accept from Airline for the use of the facilities, rights, licenses, services and privileges granted hereunder, monthly rentals and fees as noted herein.

1. TERMINAL RENTALS: Effective, January 1, 2018 and for the term hereof, Airline shall pay to LESSOR:
  - A. For the exclusive use of 284 square feet of ticket counter space and 614 square feet of back office space at the rate of \$12,976.10 per year payable monthly commencing April 1, 2018 at the monthly rate of \$1,081.34. In the event that a new passenger terminal building is constructed during the term of this Agreement, rental rates will be renegotiated.
  - B. The Airport will make available, 753 square feet of "Media Room" for the Airline to use for purposes of training, meetings, or other approved uses. Airport must be notified in advance for scheduling to avoid conflicts.
  - C. The Airport will also make available the Jerry Ware Conference Room for the Airline to use for purposes of training, meetings, or other approved uses. Airport must be notified in advance for scheduling to avoid conflicts.
2. LANDING FEES: The Airline shall pay to LESSOR landing fees computed on a monthly basis at the following rates based upon FAA maximum certified gross landing weight for each aircraft as follows: Seventy Two Cents (\$0.72) per one thousand pounds.
  - A. Landing fees will be calculated weekly and shall be billed monthly from date of commencement of air service.
  - B. Airline shall furnish to Airport on or before the tenth (10th) day of each following month an accurate report, on forms acceptable to the Airport Director, of Airline's operations at the Airport during the preceding month. Said report shall include, but shall not be limited to: (1) Airline's total number of Aircraft Arrivals, by type of aircraft and Maximum Gross Landing Weight of each type of aircraft; (2) the total number of Enplaned and Deplaned Passengers; and (3) the total weight of freight, mail, and other cargo for such month. Airport shall transmit to Airline an invoice for Landing Fees confirming the amount incurred during said month. The acceptance by LESSOR of any payment made by Airline shall not preclude LESSOR from verifying the accuracy of Airline's report submitted to Airport or from recovering any additional payment actually due from Airline. Airline agrees to pay all amounts due within thirty (30) days of invoice.
3. PAYMENT: Monthly rent is due and payable on the first day of each month. Fees and charges shall be paid within twenty (20) days from receipt of invoice.
4. PASSENGER FACILITY CHARGES: Nothing in this Agreement shall prevent LESSOR from imposing or revising a Passenger Facility Charge ("PFC") for the use by LESSOR as permitted by law. The current PFC is \$4.50. Airline agrees to cooperate with LESSOR in the collection of the PFC.

EXHIBIT "B"  
LEASED PREMISES



\*\*Note: Above diagram not to scale.

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

TRI-CITY COFFEE SERVICE	64.66	443597
DAWN DONUTS	91.00	443697
ROAD & BRIDGE PCT.#1		155.66**
SPIDLE & SPIDLE	2,340.00	443537
BEAUMONT TRACTOR COMPANY	185.41	443544
M&D SUPPLY	72.48	443569
MUNRO'S	28.65	443573
SOUTHEAST TEXAS WATER	14.00	443585
TAC - TEXAS ASSN. OF COUNTIES	230.00	443589
SOUTHERN TIRE MART, LLC	1,187.72	443606
AIRGAS SOUTHWEST	190.24	443649
ADVANCE AUTO PARTS	469.27	443674
MARTIN MARIEETA MATERIALS	554.04	443695
GULF COAST	305.90	443708
FUNCTION 4 LLC	38.82	443715
ROAD & BRIDGE PCT.#2		5,616.53**
SPIDLE & SPIDLE	5,298.82	443537
MUNRO'S	20.00	443573
NEW WAVE WELDING TECHNOLOGY	6.82	443650
BK INDUSTRIAL SOLUTIONS LLC	36.06	443692
GULF COAST	167.20	443708
FUNCTION 4 LLC	49.92	443715
WAUKESHA-PEARCE INDUSTRIES LLC	8,540.49	443720
ROAD & BRIDGE PCT. # 3		14,119.31**
CERTIFIED LABORATORIES	224.00	443549
FARM & HOME SUPPLY	223.18	443556
MUNRO'S	38.40	443573
STRATTON INC.	30.84	443602
DEPARTMENT OF INFORMATION RESOURCES	.11	443615
LOWE'S HOME CENTERS, INC.	523.99	443628
FUNCTION 4 LLC	77.64	443715
ROAD & BRIDGE PCT.#4		1,118.16**
BELL FENCE MFG. CO.	225.00	443545
M&D SUPPLY	3.92	443569
MUNRO'S	75.40	443573
OFFICE DEPOT	11.24	443576
SANITARY SUPPLY, INC.	580.19	443582
SMART'S TRUCK & TRAILER, INC.	311.56	443584
SOUTHEAST TEXAS WATER	35.80	443585
UNITED STATES POSTAL SERVICE	7.00	443620
MARTIN PRODUCT SALES LLC	64.00	443642
ALL SERV INDUSTRIAL LLC	38.00	443653
ASCO	284.11	443675
BEST BUY BUSINESS ADVANTAGE ACCOUNT	159.67	443683
MARTIN MARIEETA MATERIALS	210.60	443695
GULF COAST	1,265.37	443708
FUNCTION 4 LLC	127.46	443715
ENGINEERING FUND		3,399.32**
OFFICE DEPOT	57.37	443576
TRI-CITY COFFEE SERVICE	159.90	443597
UNITED STATES POSTAL SERVICE	4.10	443620
FUNCTION 4 LLC	403.66	443715
PARKS & RECREATION		625.03**
PROMO FRAMES	471.47	443657
GENERAL FUND		471.47**

NAME	AMOUNT	CHECK NO.	TOTAL
TRENT DEVENZIO	64.50	443553	64.50*
TAX OFFICE			
OFFICE DEPOT	613.54	443576	
ACE IMAGEWEAR	21.07	443583	
DEPARTMENT OF INFORMATION RESOURCES	.05	443615	
UNITED STATES POSTAL SERVICE	992.23	443620	
RT LAWRENCE CORPORATION	93.25	443672	
DESIGN CHUTE LLC	284.09	443705	
FUNCTION 4 LLC	205.20	443715	
COUNTY HUMAN RESOURCES			2,209.43*
MOORMAN & ASSOCIATES, INC.	150.00	443572	
PRE CHECK, INC.	294.50	443616	
UNITED STATES POSTAL SERVICE	.82	443620	
SIERRA SPRING WATER CO. - BT	30.97	443623	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	100.00	443703	
FUNCTION 4 LLC	38.82	443715	
AUDITOR'S OFFICE			615.11*
LYNDON B. JOHNSON SCHOOL OF PUBLIC	590.00	443540	
UNITED STATES POSTAL SERVICE	6.55	443620	
FUNCTION 4 LLC	38.82	443715	
COUNTY CLERK			635.37*
OFFICE DEPOT	43.08	443576	
UNITED STATES POSTAL SERVICE	206.81	443620	
FUNCTION 4 LLC	583.98	443715	
COUNTY JUDGE			833.87*
CASH ADVANCE ACCOUNT	25.00	443564	
TBLS - TEXAS BOARD OF LEGAL	125.00	443594	
UNITED STATES POSTAL SERVICE	25.02	443620	
DUNHAM HALLMARK PLLC	500.00	443665	
JAN GIROUARD & ASSOCIATES LLC	200.00	443701	
FUNCTION 4 LLC	38.82	443715	
RISK MANAGEMENT			913.84*
UNITED STATES POSTAL SERVICE	4.13	443620	
FUNCTION 4 LLC	38.82	443715	
COUNTY TREASURER			42.95*
OFFICE DEPOT	343.90	443576	
UNITED STATES POSTAL SERVICE	139.22	443620	
CLASSIC FORMS AND PRODUCTS	396.00	443635	
FUNCTION 4 LLC	184.08	443715	
PRINTING DEPARTMENT			1,063.20*
FUNCTION 4 LLC	1,252.08	443715	
PURCHASING DEPARTMENT			1,252.08*
OFFICE DEPOT	150.17	443576	
UNITED STATES POSTAL SERVICE	82.01	443620	
FUNCTION 4 LLC	38.82	443715	
GENERAL SERVICES			271.00*
CASA	30,000.00	443548	
SPINDLETOP MHMR	32,990.75	443566	
TEXAS ASSN. OF COUNTIES - TAC	3,042.50	443593	
ADVANCED STAFFING	97.50	443609	
TEXAS COFFEE COMPANY	90.30	443612	
DATA PROCESSING			66,221.05*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT FUNCTION 4 LLC	236.11 38.82	443576 443715	274.93*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	193.30 38.82	443620 443715	232.12*
ELECTIONS DEPARTMENT			
HART INTER CIVIC OFFICE DEPOT CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT ABSOLUTE PRINT SOLUTIONS FUNCTION 4 LLC	460.75 65.79 133.52 545.71 38.90 7,935.17 150.68	443559 443576 443613 443620 443623 443667 443715	9,330.52*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL JEFFERSON CTY. BAR ASSOCIATION OFFICE DEPOT CDW COMPUTER CENTERS, INC. JAMES ARCENEAUX UNITED STATES POSTAL SERVICE MCM ELEGANTE HOTEL ROBERT WORTHAM STEPHANIE MONK FUNCTION 4 LLC CIOX HEALTH TEXAS FORENSIC ASSOCIATES CRAIG DOMMERT LAUREN KEMP	764.10 230.00 273.26 100.36 783.40 173.49 106.95 7.52 10.44 266.22 253.24 495.00 799.40 781.38	443547 443563 443576 443613 443618 443620 443640 443644 443656 443715 443717 443718 443724 443729	5,044.76*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT OFFICE DEPOT UNITED STATES POSTAL SERVICE AERIALINK INC FUNCTION 4 LLC	1,208.50 221.58 356.42 155.47 38.82	443564 443576 443620 443706 443715	1,980.79*
CRIMINAL DISTRICT COURT			
KEVIN S. LAINE UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	800.00 8.67 244.96	443610 443620 443715	1,053.63*
58TH DISTRICT COURT			
JOHN WOOLDRIDGE FUNCTION 4 LLC	106.82 38.82	443690 443715	145.64*
60TH DISTRICT COURT			
FUNCTION 4 LLC	38.82	443715	38.82*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	2.03 38.82	443620 443715	40.85*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	6.67 38.82	443620 443715	45.49*
252ND DISTRICT COURT			
OFFICE DEPOT KEVIN S. LAINE UNITED STATES POSTAL SERVICE	75.98 600.00 73.43	443576 443610 443620	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	38.82	443715	788.23*
279TH DISTRICT COURT			
GAYLYN COOPER	1,050.00	443534	
CIVIC RESEARCH INSTITUTE, INC.	179.95	443550	
OFFICE DEPOT	43.92	443576	
MARVA PROVO	2,700.00	443579	
ANITA F. PROVO	1,050.00	443580	
TONYA CONNELL TOUPS	150.00	443648	
JONATHAN L. STOVALL	75.00	443661	
FUNCTION 4 LLC	38.82	443715	
317TH DISTRICT COURT			5,287.69*
NATIONAL COUNCIL OF JUV. & FAMILY	195.00	443574	
UNITED STATES POSTAL SERVICE	.35	443620	
JUDY PAASCH	2,393.61	443638	
FUNCTION 4 LLC	38.82	443715	
JUSTICE COURT-PCT 1 PL 1			2,627.78*
KEN DOLLINGER	316.70	443554	
UNITED STATES POSTAL SERVICE	16.35	443620	
FUNCTION 4 LLC	49.92	443715	
JUSTICE COURT-PCT 1 PL 2			382.97*
FUNCTION 4 LLC	38.82	443715	
JUSTICE COURT-PCT 4			38.82*
CLASSIC FORMS AND PRODUCTS	99.00	443635	
FUNCTION 4 LLC	49.92	443715	
JUSTICE COURT-PCT 6			148.92*
UNITED STATES POSTAL SERVICE	33.03	443620	
FUNCTION 4 LLC	38.82	443715	
JUSTICE COURT-PCT 7			71.85*
DEPARTMENT OF INFORMATION RESOURCES	.60	443615	
JUSTICE OF PEACE PCT. 8			.60*
TEXAS STATE UNIVERSITY SAN MARS	300.00	443586	
FUNCTION 4 LLC	38.82	443715	
COUNTY COURT AT LAW NO.1			338.82*
UNITED STATES POSTAL SERVICE	2.63	443620	
LEXIS-NEXIS	55.00	443621	
SIERRA SPRING WATER CO. - BT	78.86	443624	
FUNCTION 4 LLC	136.40	443715	
COUNTY COURT AT LAW NO. 2			272.89*
DAVID W BARLOW	250.00	443542	
UNITED STATES POSTAL SERVICE	3.67	443620	
FUNCTION 4 LLC	38.82	443715	
LAW OFFICE OF SOLOMON FREIMUTH	350.00	443727	
COUNTY COURT AT LAW NO. 3			642.49*
TODD W LEBLANC	250.00	443535	
DONALD BOUDREAUX	500.00	443546	
UNITED STATES POSTAL SERVICE	2.45	443620	
ALEX BILL III	300.00	443664	
SAMUEL & SON LAW FIRM PLLC	250.00	443688	
JONATHAN VERNON	250.00	443700	
FUNCTION 4 LLC	38.82	443715	
LAW OFFICE OF SOLOMON FREIMUTH	250.00	443727	
COURT MASTER			1,841.27*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	38.82	443620 443715	39.29*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	13.06 38.82	443620 443715	51.88*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	155.28	443715	155.28*
SHERIFF'S DEPARTMENT			
OFFICE DEPOT DEPARTMENT OF INFORMATION RESOURCES UNITED STATES POSTAL SERVICE CHILD ABUSE & FORENSIC SERVICES LOWE'S HOME CENTERS, INC. SILSBEE FORD INC GALLS LLC FUNCTION 4 LLC	41.38 539.13 1,454.59 1,802.00 351.28 20,624.07 352.98 443.68	443576 443615 443620 443627 443628 443682 443693 443715	25,609.11*
CRIME LABORATORY			
ACCUTOX, INC. AIRGAS SOUTHWEST JULIE HANNON FUNCTION 4 LLC	221.87 103.54 600.00 49.92	443532 443649 443678 443715	975.33*
JAIL - NO. 2			
AAA LOCK & SAFE BOB BARKER CO., INC. COTTON CARGO ECOLAB W.W. GRAINGER, INC. ENTERGY CASH ADVANCE ACCOUNT M&D SUPPLY OFFICE DEPOT SANITARY SUPPLY, INC. TEXAS JAIL ASSOCIATION SERVICE GRAPHICS DEPARTMENT OF INFORMATION RESOURCES LOWE'S HOME CENTERS, INC. ULTRA-CHEM, INC. TEXAS GAS SERVICE BELT SOURCE ORALINE INC INDEPENDENT STATIONERS SAM'S CLUB DIRECT MATERA PAPER COMPANY INC THOMSON REUTERS-WEST GALLS LLC POLYLON ROBES IMPACT WASTE LLC FUNCTION 4 LLC FUNCTION 4 LLC THE MONOGRAM SHOP FOOD MARKETING CONCEPTS INC HARDIE'S FRESH FOODS BIMBO BAKERIES USA INC HODGE PRODUCTS INC	20.00 6,004.13 27.50 399.90 98.56 100.41 375.80 620.80 370.85 681.43 30.00 182.00 1.43 639.15 899.08 604.47 114.21 3,025.00 925.76 387.72 990.00 516.00 3,547.52 392.00 720.00 709.94 998.00 57.50 363.30 10,429.61 953.44 921.27	443531 443541 443552 443555 443557 443558 443564 443569 443576 443582 443596 443608 443615 443628 443632 443634 443641 443659 443663 443673 443676 443677 443693 443694 443707 443715 443716 443719 443721 443722 443723 443725	36,106.78*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE KAREN RIGGS FUNCTION 4 LLC	7.87 16.35 77.64	443620 443696 443715	101.86*
JUVENILE DETENTION HOME			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	127.46	443715	127.46*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	138.00	443564	
OFFICE DEPOT	230.45	443576	
UNITED STATES POSTAL SERVICE	52.34	443620	
FUNCTION 4 LLC	179.24	443715	600.03*
CONSTABLE-PCT 2			
THE PRODUCTIVITY CENTER	162.00	443625	162.00*
CONSTABLE-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.05	443615	
FUNCTION 4 LLC	38.82	443715	38.87*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	8.16	443620	
FUNCTION 4 LLC	38.82	443715	46.98*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	179.12	443715	179.12*
COUNTY MORGUE			
FMMS HOLDINGS OF TEXAS LLC	2,350.00	443668	2,350.00*
AGRICULTURE EXTENSION SVC			
ULINE SHIPPING SUPPLY SPECIALI	55.88	443598	
DAVID OATES	52.87	443702	
FUNCTION 4 LLC	110.94	443715	219.69*
HEALTH AND WELFARE NO. 1			
AUSTIN CECIL WALKES MD PA	3,245.08	443599	
UNITED STATES POSTAL SERVICE	62.73	443620	
RACHEL DRAGULSKI	21.48	443630	
CONNIE M ROBERTS	24.95	443643	
FUNCTION 4 LLC	206.58	443715	3,560.82*
HEALTH AND WELFARE NO. 2			
AUSTIN CECIL WALKES MD PA	3,245.08	443599	
MCKESSON MEDICAL-SURGICAL INC	413.15	443614	
MELANCON'S FUNERAL HOME	1,500.00	443662	
FUNCTION 4 LLC	77.64	443715	5,235.87*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	443538	
FUNCTION 4 LLC	38.82	443715	1,038.82*
ENVIRONMENTAL CONTROL			
POSTMASTER	300.00	443578	
AT&T	61.92	443587	
DEPARTMENT OF INFORMATION RESOURCES	.07	443615	
FUNCTION 4 LLC	179.24	443715	541.23*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY	203.28	443539	
CARDINAL HEALTH 110 INC	18,151.97	443679	
DANA JOHNSON	300.00	443689	18,655.25*
EMERGENCY MANAGEMENT			
UNITED STATES POSTAL SERVICE	6.70	443620	6.70*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
AAA LOCK & SAFE	112.50	443531	
W.W. GRAINGER, INC.	56.40	443557	
M&D SUPPLY	31.92	443569	
OFFICE DEPOT	41.53	443576	
SANITARY SUPPLY, INC.	443.73	443582	
ACE IMAGEWEAR	375.14	443583	
AT&T	65.66	443587	
WARREN EQUIPMENT CO.	1,450.00	443600	
HOBBY LOBBY	481.48	443604	
MSC SYSTEMS	123.75	443607	
DEPARTMENT OF INFORMATION RESOURCES	653.39	443615	
A1 FILTER SERVICE COMPANY	732.70	443666	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	443680	
FUNCTION 4 LLC	38.82	443715	
MAINTENANCE-PORT ARTHUR			27,294.78*
DEPARTMENT OF INFORMATION RESOURCES	77.20	443615	
FUNCTION 4 LLC	77.64	443715	
MAINTENANCE-MID COUNTY			77.84*
ALL-PHASE ELECTRIC SUPPLY	157.50	443551	
ACE IMAGEWEAR	62.82	443583	
FUNCTION 4 LLC	38.82	443715	
SERVICE CENTER			259.14*
ACTION AUTO GLASS	245.57	443536	
SPIDLE & SPIDLE	9,474.08	443537	
INTERSTATE BATTERIES OF BEAUMONT/PA	593.70	443560	
J.K. CHEVROLET CO.	1,866.76	443561	
M&D SUPPLY	194.81	443569	
MUNRO'S	39.70	443573	
PHILPOTT MOTORS, INC.	98.00	443577	
TATE & CO., INC.	1,686.44	443592	
FIRST CALL	105.11	443631	
BUMPER TO BUMPER	675.52	443637	
AMERICAN TIRE DISTRIBUTORS	1,180.84	443652	
SILSSEE FORD INC	374.79	443682	
1800RADIATOR & AC	225.00	443691	
FUNCTION 4 LLC	38.82	443715	
VETERANS SERVICE			16,799.14*
OFFICE DEPOT	160.07	443576	
UNITED STATES POSTAL SERVICE	4.81	443620	
HILARY GUEST	100.17	443633	
FUNCTION 4 LLC	133.12	443715	
MOSQUITO CONTROL FUND			398.17*
MUNRO'S	46.70	443573	
SANITARY SUPPLY, INC.	478.62	443582	
DEPARTMENT OF INFORMATION RESOURCES	.19	443615	
FIRST CALL	39.92	443631	
PARKER LUMBER	6.66	443658	
AERO PERFORMANCE	1,845.62	443685	
FUNCTION 4 LLC	38.82	443715	
FEMA EMERGENCY			2,456.53**
MOTOROLA SOLUTIONS INC	58,062.00	443611	
FAMILY GROUP CONFERENCING			58,062.00**
FUNCTION 4 LLC	38.82	443715	
J.C. FAMILY TREATMENT			38.82**
JUDY PAASCH	50.00	443638	
PATRICIA VELASCO	1,350.00	443698	
SECURITY FEE FUND			1,400.00**

NAME	AMOUNT	CHECK NO.	TOTAL
TRENT DEVENZIO OFFICE DEPOT	5.00 69.99	443553 443576	74.99**
LAW LIBRARY FUND			
TRENT DEVENZIO LEXIS-NEXIS LEXIS-NEXIS LEXISNEXIS MATTHEW BENDER THOMSON REUTERS-WEST O'CONNOR'S FUNCTION 4 LLC	10.00 191.84 110.00 2,232.68 736.00 239.00 38.82	443553 443621 443622 443629 443677 443699 443715	3,558.34**
EMPG GRANT			
FUNCTION 4 LLC	54.46	443715	54.46**
GRANT A STATE AID			
GLEN MILLS SCHOOLS	5,031.30	443571	5,031.30**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT OFFICE DEPOT SAM HOUSTON STATE UNIVERSITY DEPARTMENT OF INFORMATION RESOURCES UNITED STATES POSTAL SERVICE REDWOOD TOXICOLOGY LABORATORY CONNECT LEARNING	345.70 572.27 790.00 1.43 65.25 196.50 265.00	443564 443576 443581 443615 443620 443645 443731	2,236.15**
JEFF. CO. WOMEN'S CENTER			
JEFFERSON CTY. WOMEN'S CENTER LUBE SHOP M&D SUPPLY KIM MCKINNEY, LPC, LMFT OFFICE DEPOT AT&T SYSCO FOOD SERVICES, INC. PETTY CASH - RESTITUTION I DEPARTMENT OF INFORMATION RESOURCES BEN E KEITH FOODS ROCHESTER ARMORED CAR CO INC SAM'S CLUB DIRECT MATERA PAPER COMPANY INC WASTEWATER TRANSPORT SERVICES LLC CINTAS CORPORATION FUNCTION 4 LLC	22.02 51.48 122.35 75.00 191.25 137.14 1,238.72 90.62 .26 1,239.54 114.75 171.70 278.86 248.00 87.33 77.64	443562 443568 443569 443570 443576 443587 443588 443603 443615 443636 443660 443673 443676 443686 443704 443715	4,146.66**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	49.92	443715	49.92**
DRUG DIVERSION PROGRAM			
OFFICE DEPOT FUNCTION 4 LLC	55.79 44.38	443576 443715	100.17**
LAW OFFICER TRAINING GRT			
BROWNELLS, INC.	159.92	443605	159.92**
COUNTY CLK RECORDS ARCHIV			
TRENT DEVENZIO	5.00	443553	5.00**
COUNTY RECORDS MANAGEMENT			
TRENT DEVENZIO UNITED STATES POSTAL SERVICE	15.00 2.04	443553 443620	17.04**
CHEEK H2O & SEWER			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID J. WAXMAN, INC.	3,750.00	443601	
LJA ENGINEERING INC	3,333.00	443669	
MK CONSTRUCTORS	84,509.87	443671	91,592.87**
HOTEL OCCUPANCY TAX FUND			
TIME WARNER COMMUNICATIONS	110.53	443590	
DEPARTMENT OF INFORMATION RESOURCES	7.97	443615	
FUNCTION 4 LLC	285.46	443715	403.96**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	77.64	443715	77.64**
CAPITAL PROJECTS FUND			
TIM RICHARDSON	10,500.00	443681	10,500.00**
BP SETTLEMENT-SHORELINE			
TEXAS GENERAL LAND OFFICE	860,000.00	443595	860,000.00**
AIRPORT FUND			
HILO / O'REILLY AUTO PARTS	116.54	443533	
BEAUMONT FRAME & FRONT END	2,436.15	443543	
KAY ELECTRONICS, INC.	5,840.00	443565	
LOUIS' YAZOO SALES & SERVICE, LLC	9,100.00	443567	
TIME WARNER COMMUNICATIONS	84.15	443591	
TRI-CITY COFFEE SERVICE	228.70	443597	
HLAVINKA EQUIPMENT COMPANY	446.52	443646	
BLUE GLOBES	391.41	443647	
ROBERT'S TEXACO XPRESS LUBE	35.00	443651	
UNIFIRST HOLDINGS INC	145.83	443654	
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	443680	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	19.84	443684	
EASTERN AVIATION FUELS INC	19,073.27	443687	
FUNCTION 4 LLC	77.64	443715	42,335.27**
SE TX EMP. BENEFIT POOL			
CHLIC-CHICAGO	137,153.38	443655	
EXPRESS SCRIPTS INC	56,543.17	443728	193,696.55**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	443670	1,652.00**
WORKER'S COMPENSATION FD			
TRISTRAR RISK MANAGEMENT	6,945.44	443639	6,945.44**
SHERIFF'S FORFEITURE FUND			
SILSBEY FORD INC	6,516.43	443682	
BREN-TRONICS INC	3,884.93	443730	10,401.36**
JUDICIAL FEES			
TRENT DEVENZIO	40.00	443553	40.00**
INDIGENT FILING FEE			
TRENT DEVENZIO	9.50	443553	9.50**
JUDICIAL SUPPORT FUND			
TRENT DEVENZIO	42.00	443553	42.00**
ELECTRONIC FILING FEE			
TRENT DEVENZIO	30.00	443553	30.00**
JUD/CT PERSONNELTRNG 100%			

NAME	AMOUNT	CHECK NO.	TOTAL
TRENT DEVENZIO	5.00	443553	5.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,439.00	443506	
CLEAT	288.00	443507	
JEFFERSON CTY. TREASURER	15,113.12	443508	
RON STADTMUELLER - CHAPTER 13	150.00	443509	
INTERNAL REVENUE SERVICE	475.00	443510	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,320.00	443511	
JEFFERSON CTY. COMMUNITY SUP.	9,482.39	443512	
JEFFERSON CTY. TREASURER - HEALTH	517,026.30	443513	
JEFFERSON CTY. TREASURER - PAYROLL	1,659,527.49	443514	
JEFFERSON CTY. TREASURER - PAYROLL	587,518.17	443515	
MONY LIFE INSURANCE OF AMERICA	116.23	443516	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,630.29	443517	
TGSLC	1,233.05	443518	
US DEPARTMENT OF EDUCATION	214.32	443519	
JEFFERSON CTY. TREASURER - TCDRS	638,652.93	443520	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,564.99	443521	
JEFFERSON COUNTY TREASURER	2,877.96	443522	
JEFFERSON COUNTY - TREASURER -	7,081.50	443523	
NECHES FEDERAL CREDIT UNION	45,781.78	443524	
JEFFERSON COUNTY - NATIONWIDE	79,929.58	443525	
WILLIAM E HEITKAMP	748.53	443526	
JOHN TALTON	2,066.15	443527	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	443528	
BELINDA M ZURITA	230.77	443529	
CONSERVE	165.46	443530	
GUARDIANSHIP FEE			3,591,682.86**
TRENT DEVENZIO	20.00	443553	20.00**
APPELLATE JUDICIAL SYSTEM			
TRENT DEVENZIO	5.00	443553	5.00**
DISTRICT CRT RECORDS TECH			
CASH ADVANCE ACCOUNT	1,051.93	443564	1,051.93**
MARINE DIVISION			
VERIZON WIRELESS	341.91	443617	
SOUTH AIR HELICOPTERS INC	38,579.88	443726	
FY 2017 PORT SECURITY GRT			38,921.79**
SHI GOVERNMENT SOLUTIONS, INC.	2,410.00	443626	
			2,410.00***
			5,200,103.67***



## MAINTENANCE-BEAUMONT

*David Knight, Director of Building Maintenance*

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

### MEMORANDUM

To: Patrick Swain  
County Auditor

From: David Knight  
Director of Building Maintenance

Date: February 22, 2018

Re: Budget Transfer/2018

Please transfer \$5,775.00 from account 12099994159999 to 12060834166014. This is to replace the ice maker at the Downtown Jail.

Thank you for your attention to this matter.

A handwritten signature in black ink that appears to read "David Knight".



# MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct #7

Date: February 22, 2018

RE: Transfer Funds – Out of Series

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Please transfer **\$5,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431-40-08 (Automobiles and Trucks); and

Please transfer **\$7,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment parts.

Thank you.

EA/nr



# 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 26th day of February, 2018, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

**WHEREAS**, Save Our Children "S.O.C." Children in Motion Inc. organized in 2003 and since its inception, it has had hands on experience working with over 8000+ youths; and,

**WHEREAS**, S.O.C. is a community based organization serving all youths throughout Jefferson County and the golden triangle mentoring them to serve their community and promote high ethical standards in their lives; and

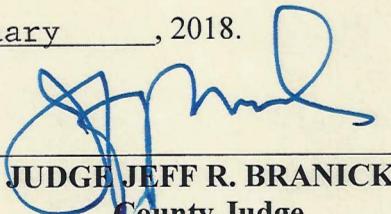
**WHEREAS**, S.O.C. Children in Motion Inc.'s goal is to reach children prior to their teenage years and to help mold them to become a valued contributor as well as positive influence in their community; and

**WHEREAS**, S.O.C. is most concerned with fostering spiritual growth as a way to promote healing in the lives of at-risk youths because, without a relationship with God, at-risk youths do not have a chance to take control and make positive decisions about how to live; and,

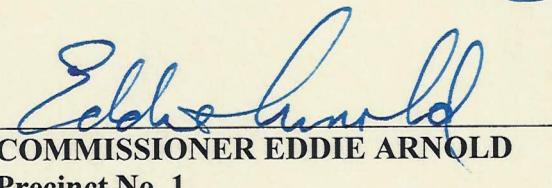
**WHEREAS**, S.O.C. Children in Motion Inc. provides one-on-one training for parents to learn simple parenting tools that will enable them how to help their teen handle problems appropriately and on their own;

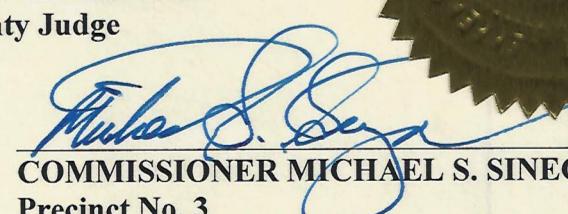
**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend Save Our Children, Children in Motion Inc. for providing a forum for open discussion of all matters of public interest for the sake of all youth in our community.

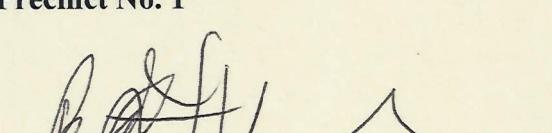
SIGNED this 26th day of February, 2018.

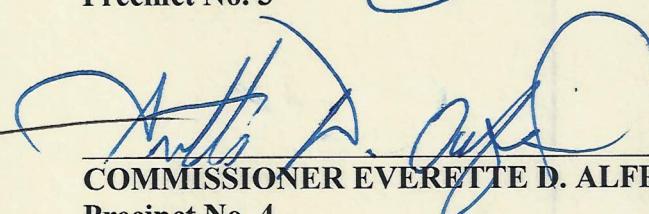
  
JUDGE JEFF R. BRANICK  
County Judge

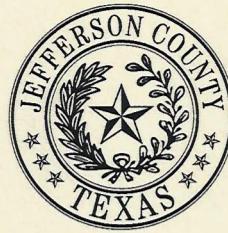


  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



## 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 26th day of February, 2018, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

### **Julie Rogers "Gift of Life" Program 2018 Champagne & Ribs Proclamation**

**WHEREAS**, Gift of Life is hosting the 13<sup>th</sup> Annual Champagne & Ribs event benefiting its Men's Health and Prostate Cancer Program that provides vital healthcare for Southeast Texas men who cannot afford insurance or their high deductible; and

**WHEREAS**, the event will be held on **Thursday, April 5** at the Beaumont Civic Center and recognize four outstanding program advocates, Commissioner Eddie Arnold, attorney, James M. Black, physician, John Fowler MD, and business leader, Chuck Mason; and

**WHEREAS**, Gift of Life annually screens more than **500** medically at-risk men providing free prostate cancer screenings, a battery of vital primary care tests and essential educational outreach at screening sites in Beaumont, Orange and Port Arthur; and

**WHEREAS**, the Gift of Life pays for all medical costs including prostate cancer screenings, diagnostic tests and cancer treatment costs; and

**WHEREAS**, statistics reflect that early detection is the best protection against prostate cancer, with the five-year survival rate for men whose prostate cancer is diagnosed early being nearly 100 percent; and

**WHEREAS**, the Gift of Life, through its continued partnership with local physicians and medical entities ensures that all dollars and resources remain local to directly help Southeast Texas men and their families; and

**WHEREAS**, since 2000, the Gift of Life has made available more than 9,000 free prostate cancer screenings and helped extend the lives of 74 men who have been diagnosed with prostate cancer; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners Court of Jefferson County does hereby proclaim February 26th, as the Gift of Life Men's Health Awareness Day in Jefferson County, and we urge all men in our community to pursue preventive health practices and early detection efforts.

SIGNED this 26th day of February, 2018.

*J. R. Branick*  
JUDGE JEFF R. BRANICK  
County Judge

*Eddie Arnold*  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

*Brent A. Weaver*  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

*Michael S. Sinegal*  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

*Everette D. Alfred*  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



**AGENDA ITEM****February 26, 2018**

Receive and file executed Inter-local Agreement between Jefferson County, Precinct 3 and the City of Port Arthur for cleaning and grading of ditches pursuant to Section 791.014, Government Code.

**AGENDA ITEM****February 20, 2018**

Consider, possibly approve, and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Precinct 3, and the City of Port Arthur for cleaning and grading of ditches pursuant to Section 791.014, Government Code.

STATE OF TEXAS

§

INTERLOCAL AGREEMENT

COUNTY OF JEFFERSON

§  
§

**WHEREAS**, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Port Arthur along with the Jefferson County, Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other; and,

**WHEREAS**, Jefferson County, Texas through the Commissioner Precinct 3 has, from time to time, capacity to provide labor and equipment suitable for the cleaning, grading of ditches and conducting maintenance work; and,

**WHEREAS**, the City of Port Arthur, has, as a result of the significant damages from Hurricane Harvey, the need for cleaning, grading of ditches and conducting maintenance work within the corporate limits of the City of Port Arthur; and,

**WHEREAS**, the City of Port Arthur, does not have an adequate supply of the labor or equipment suited for such a task and would specifically ask for assistance in the Port Acres area; and

**NOW, THEREFORE, KNOW ALL MEN BY THE PRESENTS:**

City of Port Arthur and Jefferson County hereby agree as follows:

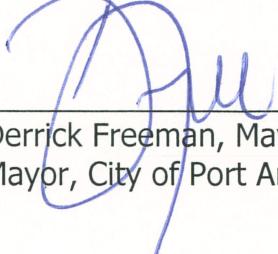
1. Jefferson County shall assist the City with labor and equipment suitable for the cleaning, grading of ditches and conducting maintenance work in the Port Acres area when and as determined at the discretion of the Commissioner for Jefferson County Precinct Three, subject to the requirements of Section 791.014 of the Government Code.
2. Consideration for the maintenance work herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the maintenance work needed.
3. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
4. This agreement shall be construed according to the laws of the State of Texas.
5. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
6. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

7. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 20<sup>th</sup> day of FEBRUARY, 2018.

  
Jeff R. Branick  
Jefferson County Judge

  
Derrick Freeman, Mayor  
Mayor, City of Port Arthur

## **SECTION 6.3**

### **OPERATION OF JEFFERSON COUNTY VEHICLES**

#### **A. Purpose**

This policy is to establish uniform guidelines, regulations and procedures for the appropriate use of all County-owned motor vehicles. Adoption of this policy supplements all other non-conflicting motor vehicle policies of the County.

#### **B. Policy**

1. For this Policy, a “vehicle” is any motorized vehicle, including an automobile, manufactured primarily for use of public streets, roads, and highways.
2. Jefferson County, Texas is sometimes referred to as “County” in this Policy.
3. “County vehicles” includes all vehicles owned by Jefferson County, Texas and all of its agencies and departments.
4. “Highway” means the entire width between property lines of any road, street, thoroughfare, or bridge in this state not privately owned or controlled, when any part thereof is open to the public for vehicular traffic and over which the state has legislative jurisdiction under its policy power.
5. “Operate” means to be in actual physical control of a motor vehicle or motorized equipment upon a highway.
6. The County provides vehicles to departments and specific employees based upon County business necessity.
7. County vehicles are not assigned nor provided to employees as a job perk. County vehicles are provided in order for the County to efficiently carry out its business for the public and in order that County employees can efficiently carry out their assigned duties during their normal work hours or in conjunction with their assigned standby or callout responsibilities.
8. County vehicles shall not be used outside of the county, except when used solely for County business, and only upon prior written approval by a department head.
9. County vehicles must be maintained as specified by the Service Center, Precinct Service Center, or Sheriff Department’s Operations Manual.
10. At no time will a County vehicle, including those assigned to a specific employee as an authorized “take-home vehicle,” be allowed as a commute vehicle from a home located outside of the County to work, or from work to a home outside of the County.

## Section 6.3 - Continue

11. County vehicles not being used for County business shall be kept on County premises within the County's auto pool, or the department's auto pool, except when temporarily stored at a work site or sent out for repairs.
12. Anyone assigned the use of a County vehicle must meet the County's current training and certification standards, as well as all other County policies relating to the use of County vehicles. Employees are directed specifically to the County's current drug and alcohol policies (See Section 6.3 C, "Training And Certification of Jefferson County Vehicle Operators," Section 8, "Drug and Alcohol Policy," and Section 8.1, "Drug and Alcohol Policy for Employees Subject to the Department of Transportation Regulations).
13. At no time shall a County vehicle be used for personal entertainment or vacation.
14. County vehicles shall not be operated by non-County employees, except when driven by an authorized driver.
15. County employees are prohibited from operating County vehicles in any manner that would tend to compromise the public's trust in the integrity, honesty and efficiency of Jefferson County. It cannot be overstressed that County vehicles are not provided to officials or employees to be used for private or personal use. The misuse or abuse of the privilege of operating a County vehicle may result in disciplinary action. Continued misuse of County vehicles by a department may result in the removal of the vehicle from the department's inventory, control and/or reduction in that department's budget.
16. County employees are expected to maintain the highest possible ethical and moral standards, and to operate County vehicles within the laws of the State of Texas, and other rules and regulations as may be set forth by Commissioners' Court. Jefferson County expects that all employees will operate County vehicles and conduct themselves in a manner that will reflect positively upon the County.

**C. Training and Certification of Jefferson County Vehicle Operators**

1. Risk Acceptability. Any driver who incurs any one of the following violations is not acceptable:
  - Three or more accidents (at fault) in the last three years;
  - One or more Type A violations in the last five years;
  - Two or more Type B violations in the last five years;
  - Any combination of accidents and Type C violations, which equal four or more in the last three years;

## Section 6.3 - Continue

## 2. Violations

Type A Violations (includes all felony offenses even if not listed):

- Negligent homicide arising out of the use of a motor vehicle (gross negligence);
- Driving while intoxicated or under the influence of drugs or alcohol (or any other greater offense involving the use of a motor vehicle while under the influence or intoxicated);
- Using a motor vehicle for the commission of a felony;
- Aggravated assault with a motor vehicle;
- Intoxication assault or intoxication manslaughter involving the use of a motor vehicle.

Type B Violations:

- Operating during a period of suspension or revocation;
- Operating a motor vehicle without owner's authority;
- Hit and run (BI and PD) driving.

Type C Violations:

- Permitting an unlicensed person to drive;
- Reckless driving;
- Speed contest;
- All other moving violations not listed as Type A or B violations.

3. Eligibility. In order to operate a County motor vehicle on a highway, an employee must be designated by the employing department as a driver and must meet the following standards:

- a. Provide evidence of an appropriate valid Texas driver's license.
- b. Maintain a satisfactory driving record as evidenced by the Driver Records Division of the Texas Department of Public Safety.
- c. Fulfillment of the requirements above shall authorize the employee to operate any County vehicle of one-ton carrying capacity or less upon the highways. The Department Head/Elected Official shall determine that the requirements are satisfied.
- d. To be certified to operate a County motor vehicle in excess of one-ton capacity, the employee must demonstrate proficiency in the operation of the type of vehicle in question. The Department Head/Elected Official shall determine that such proficiency requirements are satisfied.

## Section 6.3 - Continue

- e. A properly certified employee who is involved in an accident in which he is held “at fault” will be required to complete a Defensive Driving Course at their own expense within one month of the accident. Failure to complete the Defensive Driving Course may result in termination of employment. A copy of the certificate of completion should be given to the Department Head/Elected Official and a copy to HR for the personnel file. Habitual or repeated violation of the County policy or the Texas Motor Vehicle Law may result in the suspension or cancellation of driving privileges and disciplinary action up to and including termination.
- f. While operating a County-owned vehicle, drivers should refrain from using cell phones. If it is necessary to use a cell phone, drivers should position phones where they can easily access them without taking their eyes off the road, take such precautions as hanging up if conditions become hazardous, place calls when the vehicle is not moving or time them to coincide with red lights. Other distractions such as eating, tuning radios, or applying makeup, etc., should also be avoided.
- g. The Department Head/Elected Official shall not permit an employee who is not an approved driver to operate any county motor vehicle under his control.
- h. If driving is an essential function of an employee’s job and the employee’s Driver’s License is suspended or his/her driving record becomes “unsatisfactory” as defined in the “Risk Acceptability” guidelines on page 1 of this policy, he/she must report this, in writing, to their Department Head/Elected Official and to the Human Resources Director within five days of the occurrence. The employee shall be subject to disciplinary action up to and including termination.

4. Reporting Requirements.
  - a. Any employee subject to this policy who is charged with and/or arrested for a moving traffic violation or any greater offense involving the use of a motor vehicle while under the influence of drugs or alcohol or intoxicated, including but not limited to DWI, DUID, Intoxication Assault or Intoxication Manslaughter, must report this, in writing, to their Department Head/Elected Official and to the Human Resources Director within five days of the occurrence.
  - b. Any employee subject to this policy who is convicted of any charges listed in “2” on the preceding page, (including pleas of guilty or nolo contendere) must inform their Department Head/Elected Official and the Human Resources Director, in writing, within five days of such conviction.
  - c. Failure to so inform the County subjects the employee to disciplinary action, up to and including termination of their employment with the County, whenever the information is discovered.

## Section 6.3 - Continue

- d. If an employee is convicted of a DWI and/or DUID, and driving is an essential function of his/her job, his/her employment with Jefferson County will be terminated.
- e. Employees must inform their supervisor if their drivers' license is suspended or revoked, or if they receive a traffic citation while driving a county vehicle. Vehicle parking and moving violation citations are the responsibility of the vehicle operator.

**D. Seat Belts and Safety Equipment**

- a. All licensed county vehicles shall be equipped with functional seat belts.
- b. Seat belts shall be worn while driving or riding as a passenger in a county vehicle.
- c. Texas law requires the use of seat belts or passive restraint systems for all occupants of a motor vehicle. Riding on public roads on equipment or vehicles not providing proper seating or restraints is not a safe practice and is discouraged.
- d. ATV, off-road or construction-type equipment with rollover protective cages or guards shall be equipped with seat belts. Drivers are required to use the seat belts while operating such equipment to prevent being thrown from the equipment should an upset or roll-over occur.
- e. All safety interlocks, guards and other safety-related items provided by the vehicle or equipment manufacturer shall be maintained in functional condition. These items should not be disabled or removed.

**E. Insurance**

- a. Jefferson County is self-insured for liability exposure under the Texas Torts Claim Act. Employees who operate a county vehicle exclusively on county business would normally be covered if they were at fault in a vehicle accident.

If the employee is determined to be operating the county vehicle outside course and scope of County business and determined at fault in an accident, the county will not be liable, and the employee could be held personally responsible for damages. Operating a county vehicle outside course and scope of County business includes driving to and from work, lunch hour, and any other time the employee is not furthering the business of Jefferson County.

Employees who regularly operate a county vehicle can protect themselves by purchasing a non-owned automobile policy that would cover them during times they are operating a county vehicle outside course and scope. Employees should contact their own insurance agency to obtain this coverage.

## Section 6.3 - Continue

- b. Employees who only operate county vehicles and equipment larger than pickup truck size such as dump trucks and tractors are exempt from the non-owned insurance recommendation as long as the vehicles are not taken home or used outside of work related duties.
- c. County law enforcement officers may utilize County vehicles during secondary employment only when authorized pursuant to their department's Automobile Policy or the Jefferson County Sheriff's Office Automobile Policy and General Orders regarding use of a County vehicle by all Sheriff's Office personnel if their department does not have a policy regarding use of County vehicles during secondary employment.
- d. Law Enforcement officers, as defined by Article 2.12 of the Texas Code of Criminal Procedure, who drives a county vehicle outside the course and scope of employment with Jefferson County is only afforded the minimum Texas State liability limits of \$30,000 bodily injury per person, \$60,000 bodily injury per accident (two or more persons) and \$25,000 property damage per accident as outlined in Chapter 612.0005 of the Texas Government Code. Coverage provided by 612.005 is applicable only if the employee is authorized to use the vehicle and not committing a criminal offense.
- e. While law enforcement officers are covered by the aforementioned coverage in (d), it is highly encouraged that law enforcement officers, who regularly operate a county vehicle, to protect themselves by purchasing a non-owned automobile policy that would cover them over the aforementioned minimum Texas State liability limits as stated in (d). Employees should contact their own insurance agency to obtain this coverage.

**SECTION 6.5**  
**JEFFERSON COUNTY COURTHOUSE/OFFICES**  
**SAFETY & SECURITY POLICY**

The County expects that all employees will share the responsibility for safety and security of themselves, fellow employees, the public and guests, and maintain reasonable care when using County property.

Individual Elected Officials/Department Heads, and all employees are expected to participate in formulation of and to comply with safety practices relating to their work and the County. Safety practices may include, but are not limited to, the following: wearing proper safety and work apparel, using personal protective equipment, using well-maintained tools and equipment, keeping work and storage areas neat and organized, maintaining familiarity and compliance with safety standards, adhering to reporting systems, wearing uniforms and ID badges at all times, closing and locking doors, files, desks, etc., reporting any suspicious activities and observing facility access procedures.

- The County seeks to minimize the risks to employees and the public and expects each employee to act responsibly by:
  1. Complying with federal, state and local regulations
  2. Encouraging safety and security practices among peers
  3. Adhering to departmental safety procedures
  4. Reporting violations of safe practices to the Elected Official/Department Head, and Human Resources/Risk Management and/or Courthouse Security Officers as appropriate
  5. Reporting on-the-job accidents in a timely manner
  6. Reporting crimes and suspicious situations to Elected Officials/Department Heads/Sheriff's Office
  7. Providing testimony, as necessary, in the event that officials require participation during an investigation or a situation involving legal action
  8. Seeking the assistance of the employee assistance provider in dealing with counseling and coping situations
  9. Being aware of potentially violent situations and treating them conscientiously

In addition, the County may voluntarily conduct periodic risk management audits such as review of driving records, safety compliance, and cash control systems. Employees who are found to be negligent may be subject to disciplinary action.

**A. IDENTIFICATION BADGE**

**Purpose**

Jefferson County is committed to providing a safe and secure workplace for all employees. As part of this goal, the County is instituting an identification badge system for County employees.

## Section 6.5 Continued

This policy specifically applies to the County Identification Badge which will be issued to all county employees. The Identification Badge Policy serves the dual purpose of readily identifying County employees and other authorized personnel, while providing measured protection against unauthorized personnel and intruders from entering designated secure work areas. The system is effective only if there is active cooperation and compliance by all employees at all times. Any laxity in compliance and enforcement subjects the entire system to failure. In the best interests of the County and to make identification as easy as possible, one standard will be implemented Countywide. The Human Resources Department will provide Identification Badges for all Departments.

- 1. Elected Officials/Department Heads**

Elected Officials/Department Heads shall ensure that the requirements of this policy are enforced for their department.

- 2. Managers and Supervisors**

It shall be the direct responsibility of Managers, Supervisors, and other assigned personnel, who may be designated in writing by their Department Head, to enforce the requirements of this policy.

- 3. All Employees**

The County requires appropriate display of employee Identification Badges at all times by all employees on any County work site, with an exception for law enforcement assignments that require anonymity. For the purpose of this Policy, employees include regular full time, regular part-time and temporary employees.

## **B. CONTROL AND ISSUANCE OF BADGES**

### **Employee Identification Badges**

- 1. Description of Badges**

The employee badge consists of a hard plastic card, which on the face reflects the county seal, department name, an accurate photograph of the employee, the employee's first and last name.

In a growing effort to provide access control throughout the County, ID Badges will be printed on proximity cards. Each card will have a unique code and will provide access through particular doors and other controlled areas, on an as-needed basis. The Human Resources Department will coordinate with the appropriate departments in order to program the proximity cards for entry into designated locations. Note that not all doors will have electronic access. Most internal doors will continue to have regular locks that require keys. Because the card grants access to particular doors, the ID Badge must be protected from non-authorized persons.

- 2. Replacement Cards**

The proximity card system provides significant advantages over a lost key, as the system can maintain its integrity by deactivating this card in the database, therefore reporting of lost badges is essential. When a badge is damaged, lost, stolen or misplaced, the employee must immediately report the incident to the department head.

## Section 6.5 Continued

The employee will notify the Human Resources Department through an official form. Identification badges will only be re-issued if the identification badge is damaged, lost, stolen, misplaced, or the appearance of the employee changes to the degree that the photograph is not a recognizable resemblance of the employee. The issuing office will destroy any replaced Identification Badge.

- a. The cost to replace a card the first time will be \$10.00
- b. Any subsequent replacements will cost \$25.00

### **Implementation of Identification Badges**

1. Upon initial implementation of this Policy, all incumbent employees will be issued Identification Badges. Following implementation, new employees will be issued badges during New Hire Orientation.
2. Identification Badges will be issued by the Human Resources Department.
3. Badges are the property of the County. On a terminating or retiring employee's last workday, the employee's supervisor shall require the employee to surrender the badge, and the supervisor shall return the badge to the Human Resources Department.
4. Each Employee must not have more than one County Identification Badge in his or her possession at any one time.

## **C. REQUIREMENTS AND ENFORCEMENT**

### **Employee Identification Badge**

The County expects all employees to fully comply with all provisions of this policy. Management staff and supervisors must enforce all provisions.

1. Employees must wear their Identification Badge at all times. Employees must display their Identification Badges on the front of the employee in a configuration such that the entire face of the badge is clearly visible to any other person. The employee must either clip the Identification Badge to a piece of outer clothing, or wear the Identification Badge around their neck on a chain or necklace. The County strictly prohibits any employee from defacing or altering their Identification Badge with stickers, decals, markings, or by any other means. For safety, employees performing certain jobs, such as maintaining or operating equipment, or any other potentially hazardous activity should either clip the ID badge to their clothing or put the badge in their pocket.
2. Each Employee is responsible for safeguarding his or her own Identification Badge, and must immediately report any lost Identification Badge to their supervisor.
3. Any employee that does not comply with this policy will be subject to disciplinary action as deemed appropriate by such Department Head.

Section 6.5 Continued

#### **D. IDENTIFICATION BADGE HOLDER RESPONSIBILITIES**

- Do not lend your Identification Badge to anyone.
- Do not allow unauthorized individuals into any secure area.
- Ensure that all external access points are properly secured.
- Do not leave badge on dash of vehicle or other locations where exposed to extreme temperatures.
- Do not fold, bend, pry open or mutilate your Identification Badge.
- Do not use your identification badge improperly.
- Do not leave your identification badge unattended.
- Immediately notify your Elected Official/Department Head if your Identification Badge is no longer in your possession.
- Immediately notify your Elected Official/Department Head of any difficulties or problems with any Identification Badge.

**SECTION 8.1**  
**ALCOHOL AND DRUG TESTING POLICY**  
**FOR EMPLOYEES SUBJECT TO THE**  
**DEPARTMENT OF TRANSPORTATION REGULATIONS**

**A. Statement of Purpose**

Employees and the public have a basic right to have their workplaces and highways free of drugs and alcohol (intoxicants) and their effects, and to be able to rely on the fact that co-workers and drivers are not impaired by drugs and alcohol (intoxicants). In the interest of maintaining a safe workplace and highways that are free of drug and alcohol (intoxicant) abuse, Jefferson County is committed to strictly enforcing its policies relative to the use of drugs and alcohol. Participation in the employer's controlled substances and alcohol testing program is a requirement of each driver/employee, and therefore, is a condition of employment or use. Said policies comply with the requirements of the Drug Free Workplace Act of 1988, Federal Motor Carrier Safety Regulations (FMCSR) and the Department of Transportation (DOT) 49 CFR Part 382, and 49 CFR Part 40.

Jefferson County has designated Cary Erickson, Human Resources Director, 1225 Pearl, Suite 201, Beaumont, Texas, (409) 839-2391, to answer any questions regarding 49 CFR, Part 382, 49 CFR Part 40, and this policy.

**B. Applicability**

All Jefferson County employees who are required to have a commercial drivers license (CDL) are subject to the controlled substance and alcohol testing rules. A CDL is required for drivers operating a vehicle that meets the requirements of the Texas Department of Public Safety, i.e., commercial motor vehicles, vehicles designed to carry 16 passengers, including the driver, or of any size, which are used in the transportation of a placardable amount of hazardous material. An Elected Official or Department Head who employs workers in safety-sensitive positions not requiring a CDL may also require persons in those positions to be subject to the provisions of this policy as long as all persons in the same job classification are treated in the same manner. A safety-sensitive position is defined as a position involving job duties when if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real or imminent threat to the personal health and safety of the employee, co-workers, or the public. On duty time includes any of those on-duty functions set forth in **49 CFR 395.2 ON-DUTY TIME**, all time waiting to be dispatched, unless the driver has been relieved from duty; all time inspecting equipment, servicing, or conditioning any commercial motor vehicle (CMV) at any time; all time spent at the driving controls of a CMV; all time other than driving time, spent on or in a CMV; supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; all time spent performing the driver requirements associated with an accident; all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**C. Prohibited Alcohol and Controlled Substance-Related Conduct**

The following are activities prohibited and/or behavior that constitute a refusal to submit to a test:

1. Reporting for duty or remaining on duty to perform safety sensitive functions while having an alcohol concentration of 0.02 or greater.
2. Being on duty or operating a commercial motor vehicle (CMV) while possessing alcohol.
3. Using alcohol while performing safety-sensitive functions or performing safety sensitive functions within four (4) hours after using alcohol.
4. When required to take a post-accident alcohol test, using alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
5. Refusing to submit to, or otherwise interfering with, an alcohol or controlled substance test required by post-accident, random, reasonable suspicion, or follow-up testing requirements.
6. Reporting for duty or remaining on duty for the purpose of performing a safety-sensitive function, when the employee is using or has used any controlled substance except when a physician has advised the employee that the substance does not adversely affect his ability to safely perform a safety-sensitive function.
7. Reporting for duty, remaining on duty, or performing a safety-sensitive function if the driver tests positive for controlled substances.
8. Being on duty or performing a safety-sensitive function when the employee's general appearance or conduct or some other substantiating evidence indicates he has used alcohol within the preceding four (4) hours.
9. Tampering with or attempting to adulterate the specimen.
10. Not immediately reporting to the collection site.
11. Failing to remain at the collection site until the collection process is complete.
12. Inability to provide sufficient quantities of breath, saliva, or urine to be tested without a valid medical explanation.
13. Having a test result reported by an MRO as adulterated or substituted.
14. Leaving the scene of an accident without a valid reason before the tests have been conducted.

**D. Consequences to Employee**

Employees who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of a controlled substance are subject to the following consequences:

1. Employees shall not be permitted to perform safety-sensitive functions under the following conditions:
  - a. When an employee is tested the first time and his blood alcohol level is 0.02 to 0.039, he shall be relieved from duty for three (3) days or 24 hours without pay.

## Section 8.1 – Continued

- b. An employee with a previous test showing alcohol use that is tested a second time and found to have a blood alcohol level of 0.02 or greater will be subject to termination.
  - c. Employees who refuse a test shall be considered to have received a positive result and are subject to termination.
  - d. Employees who test 0.04 or greater on the first test shall be referred to a Substance Abuse Professional (SAP) for evaluation and shall be subject to indefinite suspension and/or termination. The employee will be considered as needing assistance in resolving problems associated with alcohol, and will be subject to at least six follow-up tests in the following twelve months, or as directed by the SAP who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use. An employee's refusal to visit a SAP or follow his treatment plan shall result in termination.
  - e. Employees tested after being referred to a SAP and showing a blood alcohol level of 0.02 or greater shall be subject to termination.
  - f. Employees who test positive for a controlled substance shall be subject to indefinite suspension and/or termination.
2. Employees shall be advised by Jefferson County of the resources available to them in evaluating and resolving problems associated with the misuse of alcohol or use of controlled substances. Jefferson County contracts with an Employee Assistance Program to assist employees with such issues.
3. Before a driver returns to duty in a safety-sensitive function, he/she shall undergo a return-to-duty alcohol test at his/her own expense with a result indicating a breath alcohol level of less than 0.02 if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved controlled substances.

**E. Types of Testing**

In order to enhance highway safety, Jefferson County will follow the Omnibus Transportation Employee Testing Act of 1991 requiring employees holding a CDL to be tested for the use of controlled substances and misuse of alcohol. The following are the types of tests required to be administered.

1. Post-offer, Pre-employment Testing – all Jefferson County employees are required to submit to a post-offer pre-employment drug test and must have received a negative result prior to reporting to work. The Human Resources Department will make arrangements for the required test.

## Section 8.1 – Continued

2. **Random Testing** – random testing shall be administered at an annual rate of 25 percent of the average number of CDL employees. Jefferson County shall ensure that the random alcohol testing will be unannounced and spread reasonably throughout the calendar year. Employees shall be tested for alcohol while they are performing safety-sensitive functions, immediately prior to performing, or immediately after performing safety-sensitive functions. In the event an employee who is selected for a random alcohol test is on vacation or an extended medical absence, Jefferson County can either select another employee for testing or keep the original selection confidential until the employee returns.

Random testing for controlled substances shall be administered to 50 percent of the average number of CDL employees. The testing shall be unannounced and spread reasonably throughout the calendar year. Each employee selected for random controlled substances testing shall proceed immediately to the testing site upon notification of being selected. In the event the employee selected for a random controlled substances test is on vacation or an extended medical absence, Jefferson County can either select another employee for testing or keep the original selection confidential until the employee returns.

3. **Reasonable Suspicion Testing** – shall be administered to employees when Jefferson County has reason to believe the employee has violated the alcohol or controlled substances prohibitions.

“Reasonable Suspicion” – Belief that the driver has violated the alcohol and controlled substances prohibition based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee.

4. **Post-Accident Testing** – shall be conducted as soon as practicable following an accident. Jefferson County shall test for alcohol and controlled substances on each surviving employee when:

- a. The accident involved a fatality or an injury treated away from the scene.
- b. The employee received a citation under state or local law for a moving traffic violation.
- c. The supervisor or other responsible management authority has reasonable suspicion or cause to believe that the employee may be under the influence of alcohol and/or a controlled substance.
- d. The accident results in damage to county property or equipment.

For the purposes of this policy, an accident is defined as “an incident involving a vehicle in which there is either a fatality, an injury treated away from the scene, a damaged vehicle or damaged property/equipment.” The employee subject to post-accident testing must refrain from consuming alcohol for eight hours following the

## Section 8.1 – Continued

accident or until he/she submits to an alcohol test, whichever comes first. The employee must remain available for testing, and if he is not, his lack of availability will be considered as a refusal to take the test.

When an alcohol or controlled substance test has not been administered within a reasonable time frame following the accident, the following actions shall be taken:

- a. If the employee has not submitted to an alcohol test within two hours, Jefferson County shall prepare and maintain on file a record stating the reason a test was not promptly administered.
- b. If the employee has not submitted to an alcohol test after eight hours, attempts to administer an alcohol test shall cease, and documentation shall be prepared and maintained as described above.
- c. If the employee has not submitted to a controlled substance test within 32 hours, Jefferson County shall cease attempts to administer the test and shall prepare and maintain the record as described above.

**Note:** Nothing should be construed so as to require the delay of necessary medical attention for injured people following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

Jefferson County employees shall be provided with necessary post-accident information, procedures, and instruction prior to performing a safety-sensitive function, so that the employee will be able to comply with the requirements of this policy.

## 5. Return-to-Duty Testing and Follow-up Testing

Jefferson County shall ensure that before an employee who has engaged in prohibited conduct regarding alcohol misuse returns to duty in a position requiring the performance of a safety-sensitive function, the employee will undergo a return-to-duty alcohol test at his/her own expense indicating a breath alcohol concentration of less than 0.02 if the conduct involved alcohol. If the prohibited conduct involved a controlled substance, the employee will undergo a return-to-duty controlled substance test at his/her own expense indicating a verified negative result. Employees who test positive for controlled substances may be subject to immediate termination of employment.

Following a determination that an employee is in need of assistance of resolving problems associated with alcohol and/or controlled substance misuse, Jefferson County shall ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing (at the employee's expense) as directed by the substance abuse professional. The employee shall be subject to a minimum of six follow-up controlled substance and/or alcohol tests in the following twelve months.

**Note:** This policy is to be administered in conjunction with Jefferson County Drug and Alcohol Policy for all other employees (not classified as CDL Drivers).



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF ZENA STEPHENS

To: Honorable Jeff R. Branick  
Commissioner – Eddie Arnold  
Commissioner – Brent Weaver  
Commissioner – Michael S. Sinegal  
Commissioner – Everette Alfred

From: Jefferson County Correctional Facility

Subject: Resolution for Retiring Correctional Officer Daniel M. Leday  
Agenda item for the week of February 26, 2018

Date: February 21, 2018

Consider and possibly approve a Resolution recognizing Correctional Officer Daniel M. Leday for 25 years and 2 months of dedicated Correctional service to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

  
Tyrome Silver, Deputy Chief  
Jefferson County Correctional Facility



# 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 26th day of February, 2018, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, *Daniel M. Leday*, has devoted 25 years and 2 months of his life serving the people of Jefferson County with pride and professionalism; and

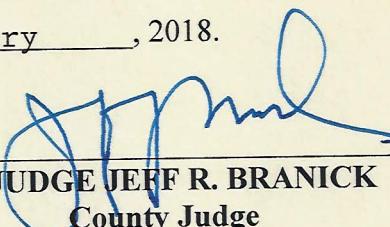
WHEREAS, *Daniel M. Leday*, has pledged his services as a Corrections Officer at the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, *Daniel M. Leday*, has earned the respect of his colleagues and the citizens of Jefferson County; and

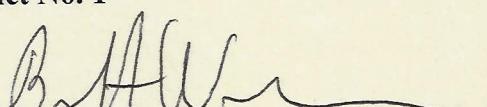
WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, *Daniel M. Leday*, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

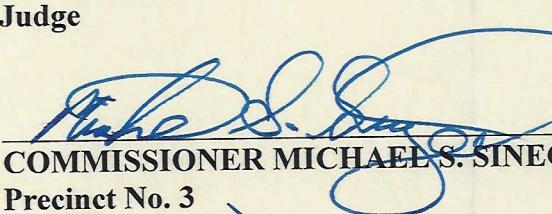
**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend *Daniel M. Leday*, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

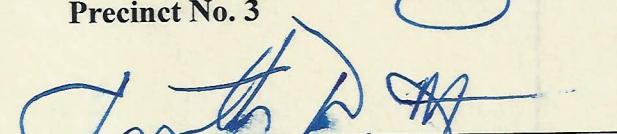
SIGNED this 26th day of February, 2018.

  
JUDGE JEFF R. BRANICK  
County Judge

  
EDDIE ARNOLD  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
BRENT WEAVER  
COMMISSIONER BRENT WEAVER  
Precinct No. 2

  
MICHAEL S. SINEGAL  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
EVERETTE D. ALFRED  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



**Special, February 26, 2018**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, February 26, 2018