

SPECIAL, 8/20/2018 1:30:00 PM

BE IT REMEMBERED that on August 20, 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 (ABSENT)

MAJOR SCHAUBERGER

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
August 20, 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
 August 20, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **20th** day of **August 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:

10:30 am: Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding anticipated litigation with the County.

11:00 am: Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.072 for the purpose to deliberate the purchase, exchange, lease, or value of real property as deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

11:30 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 regarding a contract being negotiated and finding that deliberation in open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

Immediately following Commissioners' Court: Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information from its counsel regarding pending litigation against the County.

Notice of Meeting and Agenda and Minutes
August 20, 2018

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

PURCHASING:

1. Receive and file bid for (IFB 18-019/JW), Repair Hangar No. 2 at Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 12 - 84

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve a renewal for (IFB 14-032/JW), Term Contract for Paper Stock & Envelopes for Jefferson County with Bosworth Papers, Inc. and Olmsted Kirk Paper Co. for a fourth and final additional one (1) year renewal from September 4, 2018 to September 3, 2019.

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

3. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 18-037/YS) with The LaBiche Architectural Group, Inc. for Ford Park Visitors' Center #207 in Accordance with (RFQ 17-046/YS), Professional Engineering and Architectural Design Services for Jefferson County in Response to Hurricane Harvey.

SEE ATTACHMENTS ON PAGES 85 - 88

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
August 20, 2018

4. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 18-033/JW), with Fittz & Shipman, Inc. for Structural Engineering Services for the Jack Brooks Regional Airport for the assessment of column damage at the Jerry Ware Terminal; for a fixed fee of \$5,500.00.

SEE ATTACHMENTS ON PAGES 89 - 90

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

5. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 18-043/DC) with Justice Benefits, Inc. to develop the cost data, secure the necessary data to document qualified inmates, and prepare Alien Assistance claims (for undocumented criminal aliens) for the Jefferson County Sheriff's Office with a compensation rate amount of 18% of all revenue paid to the County.

SEE ATTACHMENTS ON PAGES 91 - 96

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

6. Consider and approve a correction to the auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc., held on Saturday August 4, 2018 to include the attached list.

SEE ATTACHMENTS ON PAGES 97 - 98

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

ADDENDUMS

Notice of Meeting and Agenda and Minutes
August 20, 2018

7. Consider and approve, execute, receive and file Lease Agreement with Eco Lab and Jefferson County for a one (1) dish machine for the Correctional Facility, at a rate of \$284.95/per month for a two (2) year term.

SEE ATTACHMENTS ON PAGES 99 - 101

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

CONSTABLE PRECINCT 8:

8. Consider and possibly approve the transfer of Deputy John Ochoa from Constable Precinct Two (2) to a Deputy Constable Precinct Eight (8) in accordance with Local Government Code (LGC) 86.011.

SEE ATTACHMENTS ON PAGES 102 - 102

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

9. Consider and approve budget transfer - Voter Registration - cost of Voter application data image conversion and staff training.

120-1031-415-5077	CONTRACTUAL SERVICE	\$3,725.00	
120-1031-415-4052	POSTAGE		\$3,725.00

SEE ATTACHMENTS ON PAGES 103 - 103

Motion by: Commissioner Arnold

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
August 20, 2018

10. Consider and approve electronic disbursement for \$1,800,000 to State Comptroller for second half of IGT for indigent health care.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

11. Consider and approve renewal of VINE (Victim Information & Notification Everyday) Program service agreement with Appriss for 09/01/17 - 08/31/18. Cost of contract is reimbursed by the Office of the Attorney General.

SEE ATTACHMENTS ON PAGES 104 - 112

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

12. Receive and file Financial & Operating Statements - County Funds Only for the Month Ending July 31, 2018.

SEE ATTACHMENTS ON PAGES 113 - 128

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

13. Regular County Bills - check #449619 through checks #449832.

SEE ATTACHMENTS ON PAGES 129 - 136

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY CLERK:

14. Conduct Public hearing on the County Clerk's Records Archive Plan for fiscal year 2018-2019.

OPEN AND CLOSED

Notice of Meeting and Agenda and Minutes
August 20, 2018

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

15. Consider and possibly approve, receive and file, the County Clerk's Records Archive Plan for fiscal year 2018-2019.

SEE ATTACHMENTS ON PAGES 137 - 137

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

16. Consider and possibly approve, execute, receive and file amended Order calling for November 6, 2018, General Election, including Early Voting locations and hours and Election Day Vote Center locations.

SEE ATTACHMENTS ON PAGES 138 - 141

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

17. Consider, possibly approve, authorize the County Judge to execute, receive and file an Amended Order Calling Election For Creation of the Jefferson County Assistance District No. 4 and Imposition of a Sales and Use Tax pursuant to House Bill 1720 (80th Texas Legislature), Senate Bills 520 and 1233 (82nd Legislature) and Senate Bill 1167 (83rd Legislature) which amended Chapter 387, Local Government Code.

SEE ATTACHMENTS ON PAGES 142 - 157

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

COUNTY COMMISSIONERS:

18. Consider, possibly approve and authorize the County Judge to execute a US Locality Domain Name Registration Terms and Conditions Agreement between Jefferson County and usTDL Administrator- NeuStar, Inc. for the County “.tx.us” domains.

SEE ATTACHMENTS ON PAGES 158 - 169

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

19. Receive and file executed Oil, Gas and Mineral Lease with Acadian Land Services, LLC. (Judge Branick was appointed as Receiver in Cause No. D-201,772)

SEE ATTACHMENTS ON PAGES 170 - 206

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

20. Consider, possibly approve, authorize the County Judge to execute receive and file Abatement Agreement for Property Located in the Orbit Gulf Coast Ethane Reinvestment Zone, pursuant to Section 312.401, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 207 - 299

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

21. Receive and file executed First Amendment to SAVNS Maintenance Grant Contract No. 1877281-01 between Jefferson County and the Office of the Attorney General.

SEE ATTACHMENTS ON PAGES 300 - 301

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

22. Consider, possibly approve and authorize the County Judge to execute, an agreement between Jefferson County and Access Imaging Solutions, LLC for data conversion of existing voter registrar images and training.

SEE ATTACHMENTS ON PAGES 302 - 303

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

23. Consider, possibly approve and authorize the County Judge to execute, an agreement between Jefferson County and Access Imaging Solutions, LLC for cloud storage hosting subscription services.

SEE ATTACHMENTS ON PAGES 304 - 313

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

24. Consider, possibly approve and authorize the County Judge to execute, a Mutual Non-Disclosure agreement between Jefferson County and Upland Software, Inc.

SEE ATTACHMENTS ON PAGES 314 - 315

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

DISTRICT CLERK:

25. Public hearing on the District Clerk's Records Archive Plan for fiscal year 2018 – 2019.

OPEN AND CLOSED

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
August 20, 2018

26. Consider and possibly approve, receive and file, the District Clerk's Records Archive Plan for fiscal year 2018 - 2019.

SEE ATTACHMENTS ON PAGES 316 - 318

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

July 16, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-019/JW, Repair of Hangar No. 2 at Jack Brooks Regional Airport. Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm>, or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and 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: Repair of Hangar No. 2 at Jack Brooks Regional Airport
BID NO: IFB 18-019/JW
DUE DATE/TIME: 11:00 AM CDT, Tuesday, August 14, 2018
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

There will be a pre-bid conference and walk-through at 10:00 AM CDT on Tuesday, July 31, 2018 in the Airport Administration Conference Room at 5000 Jerry Ware Blvd., Beaumont, Texas 77705. This conference will be bidder's only opportunity to view secured areas of the project.

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

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us

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 Clark

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 18, 2018 & July 25, 2018

IFB 18-019/JW

Repair of Hangar No. 2 at Jack Brooks Regional Airport

Bids due: 11:00 AM CDT, Tuesday, August 14, 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

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, 1st Floor
Beaumont, TX 77701

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

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

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

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

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2018:

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

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

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

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

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a

awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. **Contract**

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

11. **Waiver of Subrogation**

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

12. **Fiscal Funding**

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

13. **Bid Results**

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

14. **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. **Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. **Delivery**

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

17. **Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

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

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

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

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

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

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

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any

and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

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

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

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this specifications packet in its entirety; and 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>

Bidders 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)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295).

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

Vendors must 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.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

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

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

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

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

Minimum Insurance Requirements:

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

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See 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.

Bidder Information Form

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

Bid Name & Number: (IFB 18-019/JW), Repair of Hangar No. 2 at Jack Brooks Regional Airport

Bidder's Company/Business Name: GADV Inc dba L&L General Contractors

Bidder's TAX ID Number: 26-3262015

Contact Person: McClain McDonald **Title:** Vice President

Phone Number (with area code): 409-796-1344

Alternate Phone Number if available (with area code): 409-796-1301

Fax Number (with area code): 409-796-1341

Email Address: landlinc@att.net

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

11988 FM 365

Address

Beaumont, Texas 77705

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): #1 _____, _____, _____, _____.

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

GADV Inc dba L&L General Contractors

Company Name

11988 FM 365

Address

Beaumont

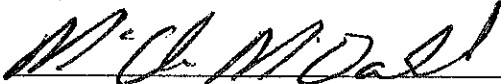
Texas

77705

City

State

Zip



Signature of Person Authorized to Sign

McClain McDonald

Printed Name

Vice President

Title

For clarification of this offer, contact:

McClain McDonald

Name

409-796-1344

Phone

409-796-1341

Fax

landlinc@att.net

E-mail

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: Jack Brooks Regional Airport

Address: 5000 Jerry Ware Drive Suite 100, Beaumont, Texas 77705

Contact Person and Title: Alex Rupp - Airport Manager

Phone: 409-719-4900

Fax: _____

Email Address: Alex Rupp [arupp@co.jefferson.tx.us] Contract Period: 2011-2012

Scope of Work: Hangar #2 - Rehabilitation

REFERENCE TWO

Government/Company Name: Diocese of Beaumont

Address: 710 Archie Street

Contact Person and Title: Jack Moser - Director of Construction

Phone: 409-934-4359

Fax: _____

Email Address: jmoser@dioceseofbmt.org Contract Period: 2017-2018

Scope of Work: Selective demolition, building repairs, building add-on

REFERENCE THREE

Government/Company Name: Waste Connections

Address: 3 Waterway Square Place, Suite 550, The Woodlands, Texas 77380

Contact Person and Title: Jayne Sims - Senior Project Manager

Phone: 281-873-3229

Fax: _____

Email Address: JayneS@WasteConnections.com Contract Period: 2017-2018

Scope of Work: Building modifications, building repair at Haltom City,

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

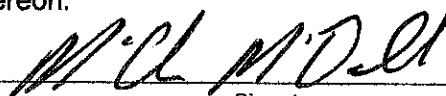
This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

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

GADV Inc dba L&L General Contractors

Bidder (Entity Name)



Signature

11988 FM 365

Street & Mailing Address

McClain McDonald

Print Name

Beaumont, Texas 77705

City, State & Zip

8-14-2018

Date Signed

409-796-1344

Telephone Number

409-796-1344

Fax Number

landlinc@att.net

E-mail Address

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary to repair Hangar No. 2 at the Jack Brooks Regional Airport in accordance with drawings and specifications prepared by Fittz & Shipman, Inc. for the following sum:

Materials Bid Amount:	\$ <u>92,800</u> . <u>00</u>
Materials Bid Amount Written in Words:	
<u>Ninety Two Thousand Eight Hundred</u> dollars and <u>Zero</u> /100	
Labor Bid Amount:	\$ <u>139,200</u> . <u>00</u>
Labor Bid Amount Written in Words:	
<u>One Hundred Thirty Nine Thousand Two Hundred</u> dollars and <u>Zero</u> /100	
Total Bid Amount:	\$ <u>232,000</u> . <u>00</u>
Total Base Bid Amount Written in Words:	
<u>Two Hundred Thirty Two Thousand</u> dollars and <u>Zero</u> /100	

Bidder has examined the bid specifications and the nature and kind of work to be performed and is informed of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that Bidder has experience in the use of materials and methods of performance specified, and that Bidder and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of bid, Bidder agrees to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in 75 calendar days.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1	<u>Add#1</u>	Date Received <u>8-9-2018</u>
Addendum 2	<u> </u>	Date Received <u> </u>
Addendum 3	<u> </u>	Date Received <u> </u>

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center;">None</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center;">NO</div> <div style="text-align: center; margin-top: 5px;">Name of Officer</div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <div style="border-top: 1px solid black; margin-bottom: 5px;"></div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%; text-align: center;"> <div style="border-top: 1px solid black; margin-bottom: 5px;">8-14-2018</div> <div style="font-size: small;">Date</div> </div> </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY Date Received _____
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p style="text-align: center;">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; margin-right: 100px;">_____ 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> <p style="margin-top: 20px;"> _____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath </p>	

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

☒ Yes ☐ No

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

Did the Prime Contractor/Consultant . . .

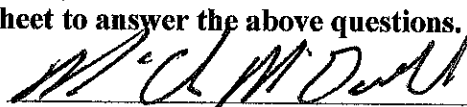
- ☒ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- ☒ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- ☒ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact 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.

McClain McDonald

Printed Name of Authorized Representative



Signature

Vice President

Title

8-14-2018

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: Metal Specialties - (Approved Berridge Installer) HUB: p Yes ☒ No

Address:	8321 Bauman Rd.	Houston	Texas	77022
	Street	City	State	Zip

Phone (with area code): 713-695-0000 Fax (with area code): 713-695-0048

Project Title & No.: Hangar # 2 Repairs

Prime Contract Amount: \$ 210,000.00

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: _____

McClain McDonald
Printed Name of Contractor Representative

W. A. McDell
Signature of Representative

8-14-2018
Date

Printed Name of HUB

Signature of Representative

Date _____

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

☒ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

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

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: Metal Specialties - [Approved Berridge Installer]

Address: 8321 Bauman Rd. Houston Texas 77022
Street City State Zip

Contact person: David Kotch Title: Estimator

Phone (with area code): 713-695-0000 Fax (with area code): 713-695-0048

Proposed Subcontract Amount: \$ 130,000.00 Percentage of Prime Contract: 62 %

Description of Subcontract Work to be Performed: Berridge Roof System to maintain weather tightness warranty

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): McClain McDonald

Title: Vice President

Signature:

Date: 8-14-2018

E-mail address: landlinc@att.net

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

Name (print or type): Same as above

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 GADV Inc dba L&L General Contractors [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.):	26-3262015
Company Name submitting bid/proposal:	GADV Inc dba L&L General Contractors
Mailing address:	11988 FM 365, Beaumont, Texas 77705
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**
38625-000-100-000-8	11988 FM 365, Beaumont, Texas 77705
053300-000 / 024200-000	TR2 S1 AC of W 3 AC OF LT 6 BLK 5 Port Acres Abstract 53300
700000-000-355565-0000-6	11988 FM 365, Beaumont, Texas 77705

* 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 Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,
on this day personally appeared McClain McDonald, who
(name)
after being by me duly sworn, did depose and say:

"I, McClain McDonald am a duly authorized officer of/agent
(name)
for GADV Inc dba L&L General Contractors and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said GADV Inc dba L&L General Contractors
(name of firm)

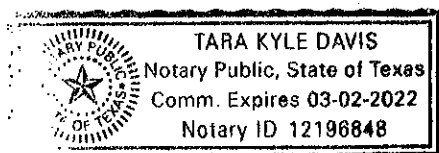
I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly 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: GADV Inc dba L&L General Contractors
11988 FM 365, Beaumont, Texas 77705

Fax: 409-796-1341 Telephone# 409-796-1344
by: McClain McDonald Title: Vice President
(print name)

Signature: *McClain McDonald*

SUBSCRIBED AND SWORN to before me by the above-named McClain McDonald on
this the 14th day of August, 2018.



Tara Kyle Davis
Notary Public in and for
the State of Tx

Bidder Shall Return Completed Form with Offer.

Sample Contract

This agreement made this [Date] day of [Month], 2018, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and [Contractor/Vendor Name] his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for **Invitation for Bid (IFB 18-019/JW), Repair of Hangar No. 2 at Jack Brooks Regional Airport** as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract documents itself) included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included in the Contract Documents, and special provisions now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for project completion as shown and described in the plans and in accordance with the provisions of the plans, drawings, specifications, addenda, and special provisions which are a part of this contract.

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is acceptable to the Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

LIQUIDATED DAMAGES:

Contractor and Jefferson County recognize that time is of the essence of this Agreement and that Jefferson County will suffer financial loss if the Work is not completed within the times specified in the bid specifications and this above, plus any extensions thereof allowed in accordance with bid specifications. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Jefferson County if the Work is not completed on time. Accordingly, instead of requiring any such proof, Jefferson County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Jefferson County **\$100.00** for each day that expires after the time specified in Notice to Proceed.

CONTRACT PRICE:

Jefferson County shall pay Contractor the lump sum amount of \$ [Contract Amount Here] for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: **(IFB 18-019/JW), Repair of Hangar No. 2 at Jack Brooks Regional Airport.**

All specific cash allowances are included in the above price and have been calculated in accordance with bid specifications and addenda (if applicable).

CONTRACT TIMES:

Time for completion of this contract shall be calculated beginning on the effective date given in the Notice to Proceed.

The work to be constructed under this contract shall be completed in [# of days] working days.

The County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The County limits its obligation hereunder to the funds available.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioners' Court of Jefferson County:

By: _____
Jeff R. Branick, County Judge

RECOMMENDED FOR EXECUTION:

Billy J. Smith, Jr., President
Fittz & Shipman, Inc. / Consulting Engineer

CONTRACTOR

Party of the Second Part

By: _____
Printed Name & Title

Signature

Firm/Company Name

ATTEST: _____ DATE: _____
Carolyn L. Guidry, County Clerk

SCOPE OF WORK

INTRODUCTION

This project includes the repair or replacement of damaged components of Hanger 2/Office Buildout located at Jack Brooks Regional Airport in Nederland, Texas. For the purpose of this project all references to Owner's Representative or Consultant refer to Fittz & Shipman Consulting Engineers. A walk-through of each work area will be conducted at the pre-bid meeting.

GENERAL CONDITIONS & REQUIREMENTS

The scope and purpose of these specifications detailed below is to establish certain regulations, general requirements, and particular requirements necessary for the repair of damage sustained by Hanger 2. The Contractor will provide operational safety during construction as detailed in the FAA Advisory Circular AC 150/5370-2F. This will include but is not limited to installing 6' high temporary fencing and appropriate lighting around the perimeter of the hanger during construction. The contractor shall haul off all debris and unsalvageable material, and no debris or rubble will be left on the site upon completion of the project. No debris or material will be placed on a sidewalk or public right-of-way so that it poses a danger to any person.

The contractor shall provide all labor, materials, equipment, services, testing, supervision, and incidentals necessary to perform the work. After repairs are completed the areas disturbed shall be cleaned and free of any and all construction materials, equipment, or debris.

The contractor shall insure that his employees are protected in accordance with all applicable federal, state, and local standards.

PARTICULAR WORK REQUIREMENTS

Mobilization

DESCRIPTION - This item includes, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project. It also includes the cost of bonds and insurance required by the General Conditions and Contract Documents. Prior to commencement of construction activities, the Contractor must post permits, safety and/or other notices in a prominent and accessible place where they may be easily viewed. These notices must remain posted until final acceptance of the work by the Owner.

The lump sum price paid for Mobilization shall not exceed 10% (ten percent) of the total project bid price, including the Miscellaneous Repair Allowance.

Replace Damaged or Missing Structural Steel Components

DESCRIPTION - This item consists of repairing or replacing damaged or missing structural steel framing members including a column, purlins, cross-members, and other miscellaneous structural components as shown in the photographs included with this bid package. New structural components are to be painted to match adjacent, undamaged components of the hangar 2 structural framing. Replacement components are to be equivalent to existing framing elements with respect to composition, gauge, visual, functional, and structural condition. The column (as shown in the photograph) is to be repaired according to the structural detail provided by Fittz & Shipman and included in this bid package. All steel connections are to match the connections used on the adjacent, undamaged members of identical type.

Replace Metal Sheeting, Roof Panels, Flashing, Trim, Insulation, and Miscellaneous Components

DESCRIPTION - This item consists of removing damaged metal sheeting or panels, roof panels, flashing, trim, insulation, and miscellaneous components on the Hangar 2 structure and replacing with equivalent elements to restore these to a consistent visual, functional and structural condition. Sheet or panel may be used interchangeably or together in this specification, and element or elements may be used to refer to metal sheeting or panels, flashing, trim, insulation, or miscellaneous components combined or individually. Existing damaged and adjacent intact metal sheeting or panels, flashing, trim and miscellaneous components shall be measured and evaluated by the Contractor prior to procuring the replacements. These measurements shall include dimensions, gauge, corrugations, interlocking ribs, fastener types and locations, and similar that are necessary to install the replacement element(s) to provide a visually, functionally and structurally consistent condition. To the extent practicable, damaged elements shall not be removed, except temporarily for measurement purposes to order replacements, until the replacements and all needed fasteners and incidentals are present on site. The intent of this requirement is to minimize time when the building envelope and contents within are open to wind and water intrusion. Sheets or panels, flashing, trim, and miscellaneous components shall be comparable in gauge and quality to the existing undamaged elements that remain in place. Replacement elements shall receive a factory protective color coating closely matching the existing adjacent elements' color. The coating shall be applied to both sides of sheets or panels, flashing, trim or miscellaneous components except for those interior panels where the adjacent interior panels are not color coated. The coating shall be heat, fume, corrosion and chemical resistant.

After all exterior repairs and replacement are complete. Fasteners for attaching sheets or panels, flashing, trim or miscellaneous components to structural supports and/or to adjoining elements, shall be consistent with the adjacent, existing undamaged elements, and in accordance with the manufacturer's recommendations. When removing the damaged panel, flashing, trim or miscellaneous components, care shall be taken to avoid damage to any adjacent element of the hangar. If adjacent elements are damaged

by the Contractor during the removal activity, these shall be repaired or replaced at the option of and at no cost to the Owner to meet the standards of this Special Provision. If during the measurement or removal activity, damage to adjacent elements is found that was concealed and is not caused by Contractor operations, this damage to the adjacent element shall at Owner option also be removed and replaced and will be paid at the unit price for that element. Replacement elements shall be installed immediately following removal of the damaged element to the extent that this is consistent with a logical sequence of repair considering all elements that must be repaired.

Roof panels and associated trim, flashing, fasteners, etc. shall be installed such that the existing Manufacturer's (Berridge) Watertight warranty is preserved. Installer of roof components must be a Berridge-approved installer.

Gutters, Downspouts, Louvers Repair and/or Replacement

DESCRIPTION - This item consists of replacing roof gutters and downspouts that have been damaged, detached or destroyed. Replacement gutters and downspouts shall be of the same material, dimensions and coatings as adjacent, undamaged gutter sections. Replacement gutters shall be firmly anchored in the same manner and at the same spacing as adjacent, intact gutters. Downspouts shall be attached to the gutter system with a watertight connection and securely fastened into adjacent walls. Elbows shall be provided at the base of the downspout to direct water away from the hangar building. Detached and damaged window louvers and trim shall be replaced with louvers and trim of the same material, dimensions, and coatings as adjacent, undamaged sections.

Electrical Wiring, Lighting, and Associated Components

DESCRIPTION - This item consists of repairing or replacing in-kind as necessary damaged or destroyed light fixtures, the supporting the existing 2" conduit, conductors, and J Boxes (approx. 20 ft.), remove existing unused raceway (approx. 10 ft.), and secure safely. Work must meet all current code requirements.

HVAC Ductwork

DESCRIPTION - This is a minor item consisting of replacement of a section of flexible, tube-shaped ductwork sitting on top of the office buildout inside the hangar.

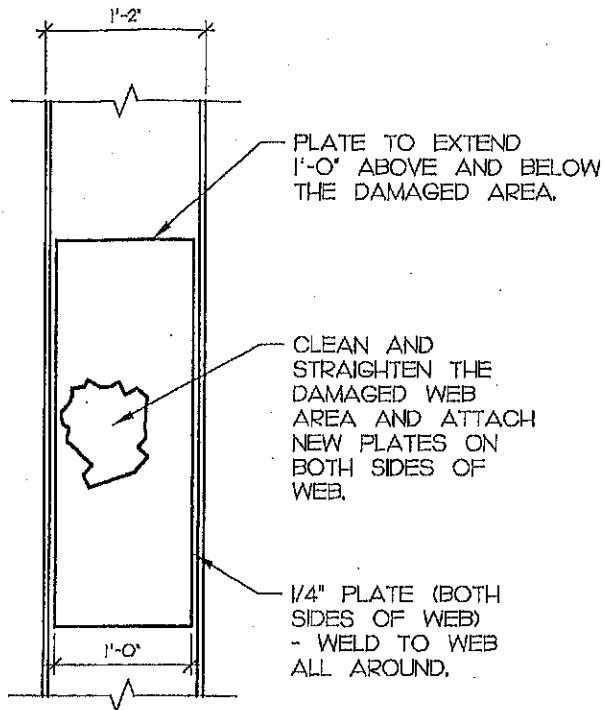
Owner Controlled - Miscellaneous Repair Allowance

DESCRIPTION - This item provides funds for additional work that may be necessary that is not included in the bid quantities. An example is damage that is concealed by existing structural or cosmetic elements that becomes exposed during repair of another work element. The allowance will be accrued under this item but may be paid either at unit prices established for other items or for new work items at negotiated prices or

computed costs. The Owner must authorize any expenditure of the allowance prior to work being performed.

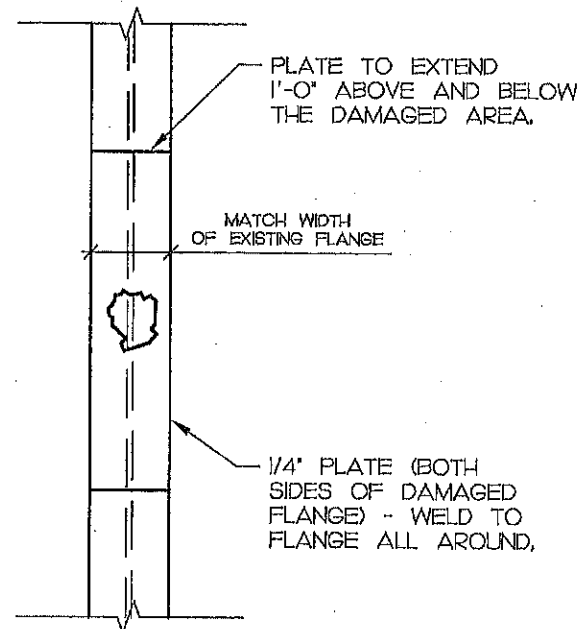
General Notes

1. Contractor will coordinate the shut-off, capping and continuation of utility services as required
2. Ensure the safe passage of persons around the construction area. Conduct operations to insure minimum interference with roads, streets, walks, and other adjacent buildings structures, other facilities, persons, or aircraft.
3. Promptly repair any damages caused to adjacent facilities at no cost to owner.
4. Do not interrupt existing utilities serving occupied or used facilities except when authorized in writing by authorities having jurisdiction.
5. Comply with governing regulations pertaining to environmental protection.



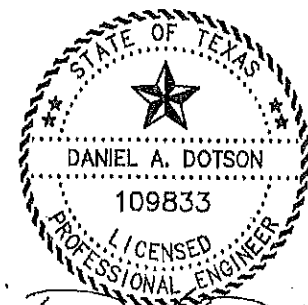
DETAIL 1

SCALE: 3/4" = 1'-0"



DETAIL 2

SCALE: 3/4" = 1'-0"



Jun 19, 2018

Q:\PROJECTS\B012 - Jack Brooks Airport Hgr 2, 3 Repair & Demo\Structural\Drawings\B012_SE_DET.dwg Jun 19, 2018 11:22am

Fittz & Shipman
INC.

Consulting Engineers and Land Surveyors

106 CORNERSTONE COURT, BEAUMONT, TEXAS

PH (409) 832-7238 FAX (409) 832-7303

T.B.P.E. FIRM #1180 • T.X.L.S. FIRM #100186

COLUMN REPAIR

PROJECT NAME: Jack Brooks Airport Hanger 2 & 3 Repairs/Demo

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DATE: Jun 19, 2018

SHT. NO.

S1

PROJECT NO.

18012

SECTION 07410

PREFORMED R PANEL METAL ROOF, GUTTERS AND TRIM

(Certified Inland 1 – 120 MPH Must Match Finish of Pre-Engineered Building Roofs On-Site)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Project Manual Sections, apply to this Section.
- B. Coordinate with pre-manufactured cold rolled truss manufacturer regarding hat channel spacing for special conditions such as eaves, rake and ridge.

1.2 DESCRIPTION OF WORK:

- A. Furnish all labor, material, tools, equipment and services for all underlayment membrane preformed roof, fascia and gutter including all required accessories as indicated, in accordance with provisions of Contract Documents.
- B. Completely coordinate with work of all other trades.
- C. Although such work is not specifically indicated, furnish and install all supplementary of miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
- D. The contractor deems, by this bid proposal to have inspected the pre-existing conditions of the project including items that might not have been fully described in these construction documents and contractor shall include any and all materials and labor to complete this roof installation for the site conditions.

1.3 RELATED WORK: The following Sections contain requirements that relate to this Section:

- A. Alternates Section 01030
- B. Rough Carpentry Section 06100
- C. Metal Flashing and Accessories: Section 07620
- D. Joint Sealant: Section 07900

1.4 QUALITY ASSURANCE:

- A. Applicable Standards:
 - 1. SMACNA: "Architectural Sheet Metal Manual"
 - 2. LGS: "Light Gage Structural Institute"
 - 3. AISC: "Steel Construction Manual"
 - 4. AISI: "Cold Form Steel Design Manual"
 - 5. UL580: "Tests for Uplift Resistance of Roof Assemblies"
 - 6. UL2218: Class 4 Impact Resistance Rating
 - 7. ICBO: Evaluation Report No. ER-5409, ICBO Evaluation Service, Inc.
 - 8. ASTM E 1592-95: "Standard Test Method for Structural Performance Sheet Metal Roof"
 - 9. ASTM A792-83-AZ55 (Bare Galvalume Plus)
 - 10. ASTM E1514-93 "Standard Specification for Structural Standing Seam Steel Roof Panels"
 - 11. ASTM E 408-71: Standard Test Method for Total Normal Emittance of Surfaces Using Inspection Meter Techniques
 - 12. ASTM E 903-96 Standard Test Method for Solar Absorptance, Using Integrating Spheres.
 - 13. Texas Insurance Windstorm Guidelines for Inland 1 – 120 mph design and exposure criteria.
- B. Manufacturer's Qualifications: Manufacturer has a minimum of five years experience in manufacturing metal roof panels systems of this nature. Panels specified in this section may be rolled either in a factory or on the site subject to testing compliance of roller and operator per the specification standards. A letter from the manufacturer certifying compliance will accompany the product material submittals.
- C. Roof Installation Contractor's Qualifications: Installation contractor shall be an approved installer, certified by the manufacturer before the beginning of installation of the metal roof system. Certification by manufacturer must include the following:
 - 1. Reference Supplementary General Conditions.
 - 2. Maintain statutory limits of worker's compensation coverage as mandated by law.
 - 3. Have no viable claims pending regarding negligent acts or defective workmanship on previously performed or current projects.
 - 4. Has not filed for protection from creditors under any state or federal insolvency or debtor relief

- statutes or codes.
5. Project roof foreman is the person having received certification by the manufacturer specific training in the proper installation of the selected metal roof system and will be present to supervise whenever material is being installed. Specific certified Installer program shall include the following:
 - a. The instructor must have a minimum of 10 years' experience in the application of metal roof systems.
 - b. A formal syllabus for the classroom and hands-on training.
 - c. Classroom instruction with review and through understanding of the specific product's technical manual.
 - d. Hands-on mock-up instruction with a review and through understanding of the specific product's details.
 - e. The installation contractor must pass a written and oral exam.
 - f. Provide five references from five different architects or building owners for projects that have been in service for a minimum of two years, stating satisfactory performance by the installation contractor.
 - D. Provide certification letter that installation contractor has a minimum of three years' of metal product installation experience immediately preceding the date upon which work is to commence.
- 1.5 Pre-Installation Conference:
- A. Prior to the installation of roofing system, conduct a pre-installation conference at the project site.
 - B. Attendance: Owner, Architect, General Contractor, Certified Roofing Installer and Texas Approved Windstorm Inspector.
 - C. Agenda:
 1. Roofing details and agenda
 2. Critical work sequencing and review of phasing plan
 3. Inspection sequencing
- 1.6 SYSTEM PERFORMANCE REQUIREMENTS – TESTING:
- A. Metal roof system must be tested in accordance with all applicable UL guidelines noted in this section and Texas Insurance Windstorm Requirements for Inland 1 – 120 mph winds.
- 1.7 DESIGN REQUIREMENTS
- A. Roof Design Loads:
 1. Design criteria shall be in accordance with applicable codes.
 2. Dead Loads: The dead load shall be the weight of the required system. Collateral loads, such as sprinklers, mechanical and electrical systems, and ceilings shall not be attached to the panels.
 3. Live Load: the panels and concealed anchor clips shall be capable of supporting a minimum uniform live load of 20 psf.
 4. Wind Loads: The design wind uplift pressure for the roof system shall be as shown on the contact engineering drawings and as required by applicable codes and, at a minimum, Texas Insurance Windstorm Inland 1 – 120 mph winds. The design uplift force for each connection assembly in accordance with ASTM E 1592 shall be that pressure given for the area under consideration, multiplied by the tributary load area of the connection assembly. The safety factor listed below shall be applied to the design force and compared against the ultimate capacity. Prying shall be considered when calculating fastener design loads.
 - a. Single fastener in each connection: 3.00
 - b. Roofing supplier must provide Texas Licensed Engineers design for roof system including special conditions for each exposure criteria including eaves, ridges, hips, etc.
- 1.8 Thermal Loads: Roof panels shall be free to move in response to the expansion and contraction forces resulting from a total temperature range of 100 degrees F during the life of the structure.
- 1.9 Framing Members Supporting the SSMR System: Reference Section 07615 Retrofit Framing System for description and performance guidelines for retrofit framing system.
- 1.10 SUBMITTALS
- A. Shop Drawings:
 1. Submit complete shop drawings and erection details, approved by the metal roofing manufacturer, to the architect (owner) for review. Do not proceed with manufacturer of roofing materials prior to review of shop drawings and field verification of all dimensions. Do not use drawings prepared by the architect for shop or erection drawings.
 2. Shop drawings show method of erection, roof and wall panel layout, sections and details, anticipated loads, flashings, sealants, interfaces with all materials not supplied and proposed identification of component parts and their finishes.

- B. Performance Tests: Submit certified test results by a recognized testing laboratory or manufacturer's lab (witnessed by a professional engineer) in accordance with specified test methods for each panel system.
 - C. Calculations:
 - 1. Submit engineering calculations defining all cladding loads for all roof areas based on design criteria listed in Design Requirements, allowable clip loads and required number of fasteners to secure the panel clips to the designated substructure.
 - a. Compute uplift loads on clip fasteners with full recognition of prying forces and eccentric clip
 - 2. Calculate holding strength of fasteners in accordance with submitted test data provided by the fastener manufacturer based on length of embedment and properties of materials.
 - 3. Submit thermal calculations and details of floating clip, flashing attachments, and accessories certifying the free movement in response to the expansion/contraction forces resulting from a total temperature differential of 110 degrees F.
 - D. Samples: Submit samples and color chips for proposed finishes:
 - 1. Submit one 8-inch long sample of panel, including clips
 - 2. Submit two 3 inches x 5 inch color chip samples in color selected by the architect/owner.
 - E. Warranties: 15 year no limit weather tight warranty reference 1.11 and 1.16.
 - F. Finish: Furnish roofing manufacturer's written warranty covering factory applied exterior finish from cracking, checking, blistering, peeling, flaking, chipping, chalking and fading for a period of twenty (20) years from date of substantial completion.
 - G. Wind Storm Certificate: Provide required State of Texas Windstorm Insurance Certificate signed by the design engineer for the retrofit-roof system after inspection of the completed installation on the form provided in this Project Manual showing compliance for Inland 1 – 120 mph.
- 1.11 Test Reports:
- A. Submit Test Reports showing that metal panels have been tested in accordance with the Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference of ASTM E 1592-95.
 - B. Submit Test Reports showing that metal panels meet the air infiltration requirements of ASTM E 1680-95 when tested with a 6.24 PSF pressure differential with resulting air infiltration of 0.019 cfm/sq.ft.
 - C. Submit Test Reports showing that metal panels meet the water penetration requirements of ASTM E1646-95 when tested with a 12.00 PSF pressure differential with no uncontrollable water leakage when five gallons per hour of water is sprayed per square foot of roof area.
- 1.12 Certified Installers Qualifications:
- A. Submit certificate from manufacturer certifying that installer of the metal roof system has met all of the criteria outlined in "Installer's Qualifications" and is an authorized installer certified by the manufacturer.
 - B. Submit the formal syllabus for the classroom and hands-on training.
 - C. Submit five references from five different architects or building owners for projects that have been in service for a minimum of two years, stating satisfactory performance by the installation contractor.
- 1.13 PRODUCT DELIVERY, STORAGE, AND HANDLING
- A. Delivery: Deliver metal roof systems to job site properly packaged to provide protection against transportation damage.
 - B. Handling: Exercise extreme care in unloading, storing and erecting metal roof system to prevent bending, warping, twisting and surface damage.
 - C. Storage: Store bundled sheets off the ground sufficiently high enough to allow air circulation beneath bundle and to prevent rising water from entering bundle. Slightly elevate one end of bundle. Prevent rain from entering bundle by covering with tarpaulin, making provision for air circulation between draped edges of tarpaulin and the ground. Prolonged storage of sheets in a bundle is not recommended. If conditions do not permit immediate erection, extra care should be taken to protect sheets from staining or water marks.
- 1.14 WEATHERTIGHTNESS WARRANTY
- A. The Contractor and Roofing Manufacturer shall provide a twenty (15) year weather-tight and color warranty (labor and materials) from the date of substantial completion the roofing manufacturer WARRANTS to the Building Owner: that the roofing manufacturer's furnished roof panels, flashing, and related items used to fasten the roof panels and flashing to the roof structure ("Roof System") will not allow intrusion of water from the exterior of the roofing manufacturer's Roof System into the building envelope, when exposed to ordinary weather conditions and ordinary

wear and usage. The Date of substantial completion is the date that is certified by the Architect and Owner when the roofing manufacturer's roof system is completed and acceptable by the Owner. The General Contractor is responsible to hand-deliver the warranty agreement to the Owner upon completion/acceptance of the project installation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fasteners: As recommended by manufacturer and in compliance with codes.
- B. Sealants: Single component elastomeric silicone sealant complying with FS TT-S-001543. Class A, non-sag.
- C. Roofing Panels: MBCI PBR or Pre-engineered Steel Building Manufacturer 24 gauge Kynar coated "R" panel surface screw secured system, with factory furnished screws and sealant washers all designed to comply with Inland 1-120 MPH requirements. **All panels full length from peak of roof to eave without use of seam.**
 - 1. Exterior Finish: Kynar 500 warranted finish.
 - 2. Pattern: Width as required for engineered conditions.

2.2 Acceptable manufacturers:

- 1. MBCI (Specified)
- 2. MCT Sheet Metal, Inc.
- 3. AEP Span
- 4. Architectural Building Components
- 5. Berridge Mfg. Co.,
- 6. Una-Clad
- 7. Englert, Inc.
- 8. Approved Pre-Engineered Steel Building Supplier

2.3 Fasteners:

- A. All self-tapping/self-drilling fasteners, bolts, nuts, self-locking rivets and other suitable fasteners shall be designed to withstand specified design loads.
- B. Use long life fasteners for all interior and exterior metal roof system applications.
- C. Provide fasteners with a factory applied coating in a color to match metal roof system application.
- D. Provide neoprene washers under heads of exposed fasteners.
- E. Locate and space all exposed fasteners in a true vertical and horizontal alignment. Use proper torque settings to obtain controlled uniform compression for a positive seal without rupturing the neoprene washer.

2.4 Sealants: Single component elastomeric polyurethane sealant complying manufacturer's requirements.

2.5 Sealing Tape: Pressure sensitive 100% solid grey polyisobutylene compound nonstaining tape 1/2" wide and 1/8" thick.

2.6 Closure Strips: Manufacturer's standard strips installed where indicated or necessary to ensure weathertight construction and approved by manufacturer.

- A. Prefabricated Roof Jacks: Pipe flashings shall be a one piece EPDM (Ethylene propylene diene monomer) molded rubber boot having a serviceable temperature range of 60 degrees F to 270 degrees F and shall be resistant to ozone and ultraviolet rays. Units shall have an aluminum flanged base ring. Do not install pipe flashing through any panel seams - install only in the flat portion of the panel. Any Jacks installed with any edge in contact with a raised seam will require that the contractor replace the entire roof panel in order to shift the penetration for compliance with this requirement. All exposed piping penetrating roof curb to be painted to match panel finish. Apply enamel finish to match roof on all non-pre-finished surfaces.

2.7 Back-Up Plates, Valley Support Plates and Cover Plates:

- A. Provide 10" minimum wide back-up plates and cover plates at joints and coping. Install flashing with 1/8" clearance bedding in sealant. Rivet or fasten on one side of joint to allow for expansion. All back-up plates shall be provided as required by manufacturer for compliance with warranty agreement for this installation.

PART 3 - EXECUTION

3.1 ENGINEERING

- A. The manufacturer must provide on the shop drawings review and stamp by an engineer licensed to practice in the State of Texas. The engineer must also certify the installation as having been installed per his engineering requirements having visited the site no less than three times during the course of construction. This certification must be presented prior to substantial completion inspection of the roof system. Engineer will also certify the roof system in compliance with Texas Insurance Windstorm Inland 1 – 120 mph requirements.

3.2 INSTALLATION

A. Pre-Installation Conference:

1. Prior to installation of roofing system, conduct a pre-installation conference at the project site.
2. Attendance: Owner, Architect, Contractor, Project Superintendent, Roof Applicator and Texas approved windstorm Inspector.
3. Discuss roofing details, critical work sequencing, phasing and inspection sequence.
4. Installer shall explain how panel expansion will be accommodated at the peak of the roof.
5. Review and approve installation for plywood roof deck including spacing of attachment devices at special exposure conditions such as eaves, ridges, rakes and hips.

B. Examination:

1. Inspect installed work of other trades and verify that such work is complete to a point where this work may continue.
2. Verify that installation may be made in accordance with approved shop drawings and manufacturer's instructions. This specifically includes verifying that secondary structural members and/or decking are installed to meet UL and building code requirements. Coordinate with metal roof system manufacturer to insure that reduced clip spacings at eave, rake, ridge and corner areas are accommodate.
3. In event of discrepancy, notify the Architect. Do not proceed with installation until discrepancies have been resolved.

C. General: Comply with manufacturer instructions and recommendation as applicable to project conditions and supporting substrate. Anchor panels and other components securely in place with provision for thermal and/or structural movement.

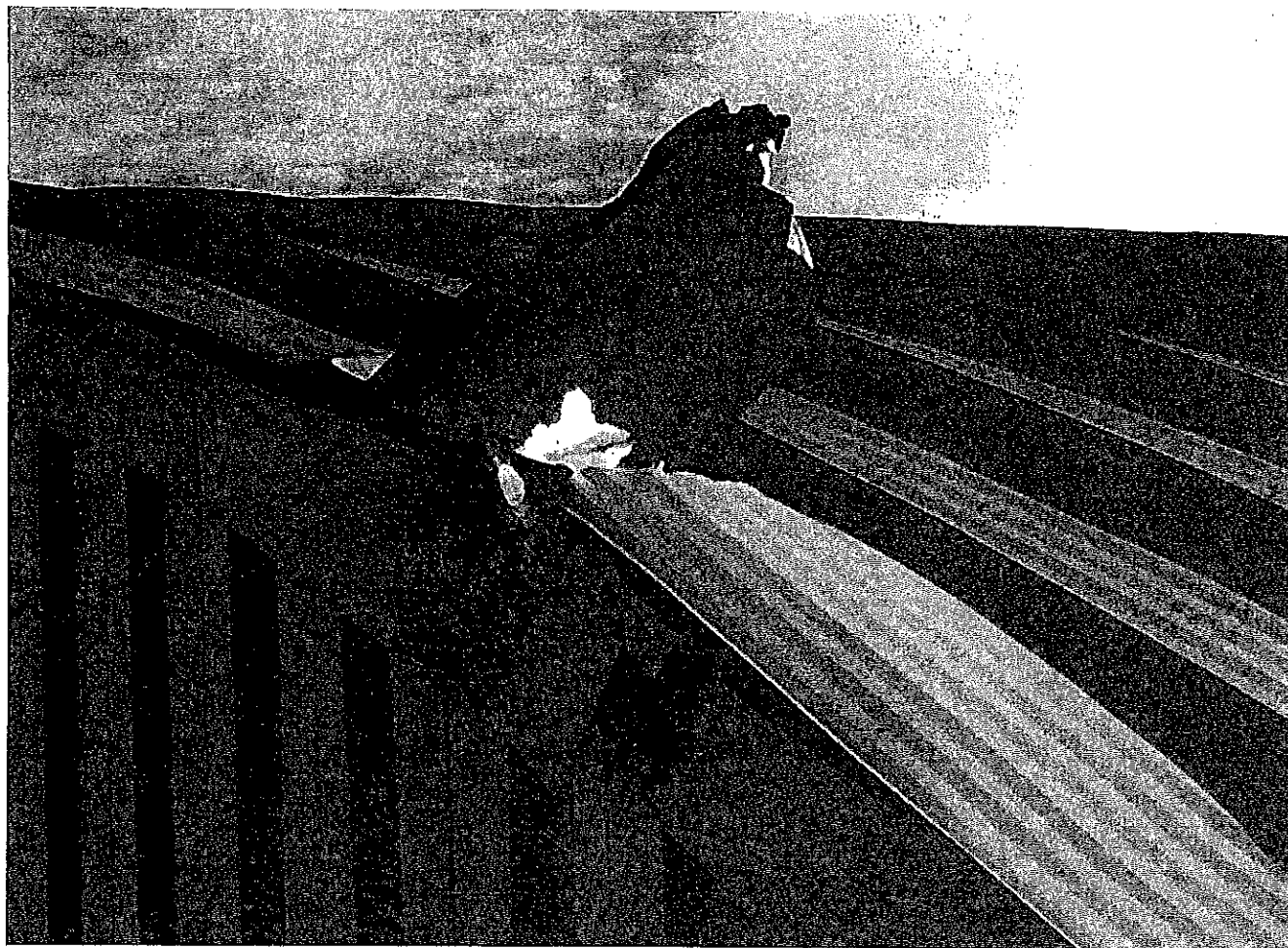
1. Layout and install clips to comply with engineers schedule for compliance with Texas Insurance Windstorm Requirements including special exposure conditions.
2. Install metal roof system so that it is weathertight, without waves, warps, buckles, fastening stresses or distortion, allowing for expansion and contraction.
3. Install metal roof system in accordance with manufacturer's instructions and shop drawings.
4. Provide concealed anchors at all panel attachment locations.
5. Install panels plumb, level and straight with seams and ribs parallel, conforming to design as indicated and full length from peak of roof to eave without use of seam.
6. Comply with metal roof system manufacturer's shop drawings, instruction and recommendations for installation of roof curbs. Refer to metal roof system manufacturer's standard installation details. Anchor curbs securely in place with provisions for thermal and structural movement.
7. Avoid "panel creep" or application not true to line.
8. Field cutting of panels by torch will not be permitted.
9. Provide weather seal under ridge cap. Flash and seal roof panels at eave and rake with closure strips to exclude weather.
10. Install roof panels from ridge to eave in one continuous sheet. Fasten to purlins, hat channels or sub-deck with concealed clips as required for wind loading conditions and required engineering test.
11. Anchor clips to substrate with self-drilling/self-tapping fasteners.
12. All connections of panels to substrate to be made with clips with movable taps that are seamed into standing lock seam sidelap.
13. Panel to panel connection shall be made with positive field formed standing lock seam.
14. Set equipment curbs and vent pipes flashings in accordance with roof panel manufacturer's recommendations and instructions in order to comply with weather tight warranty agreement.

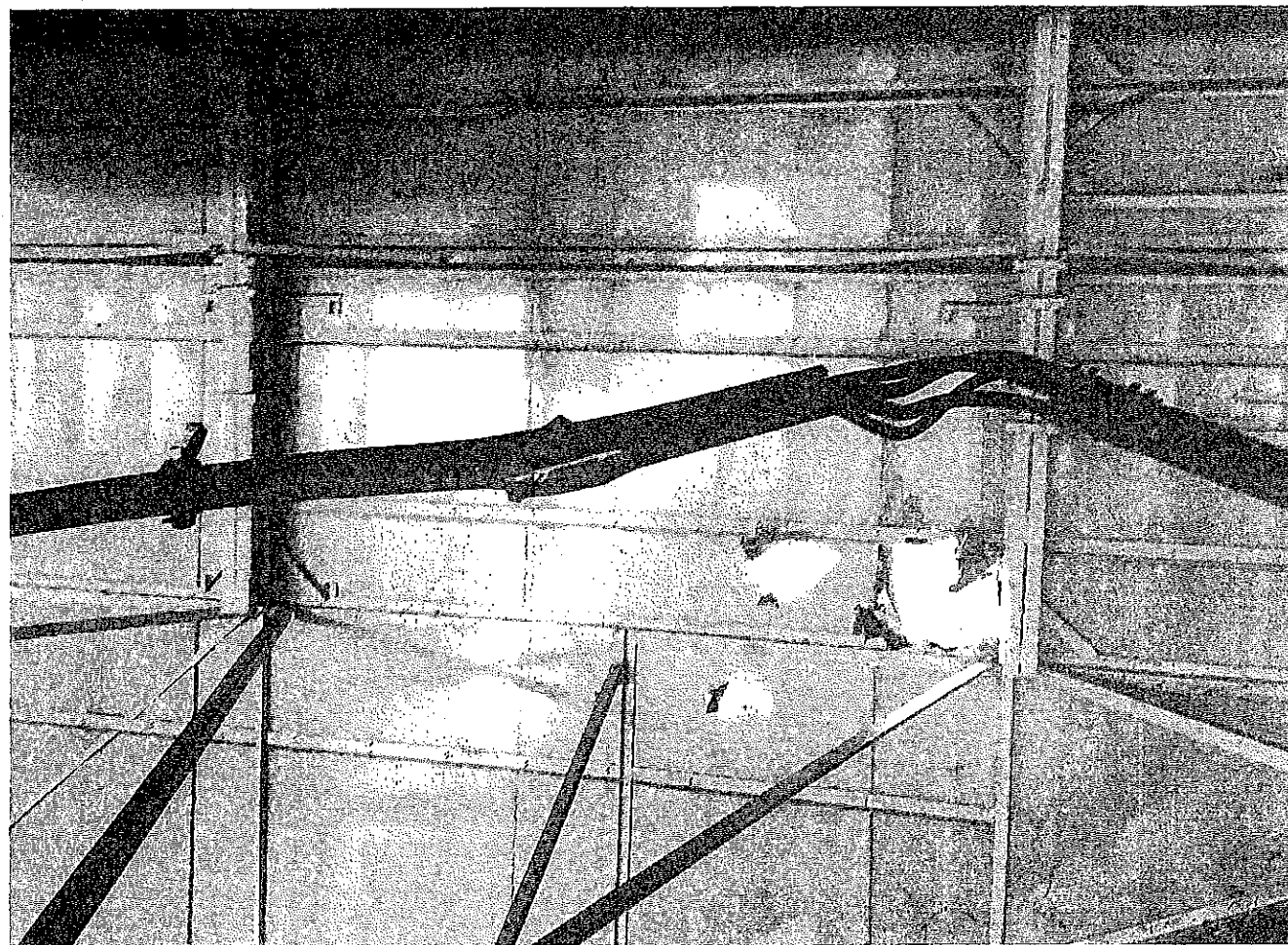
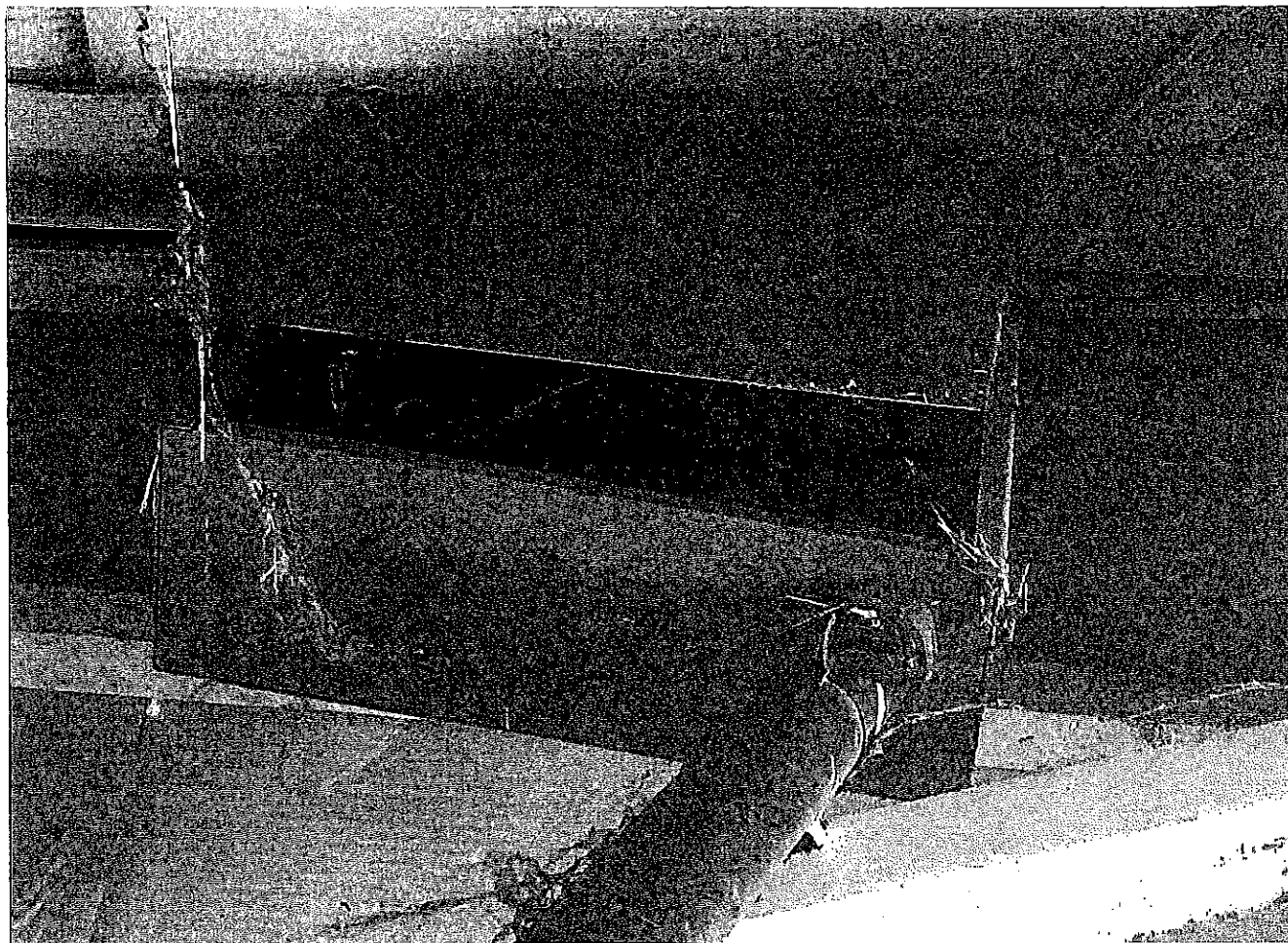
3.3 Installation Tolerances: Align units within tolerances of 1/4" in 20'-0" on level/plumb/slope and location/line as indicated, and within 1/8" offset of adjoining faces and of alignment of profiles.

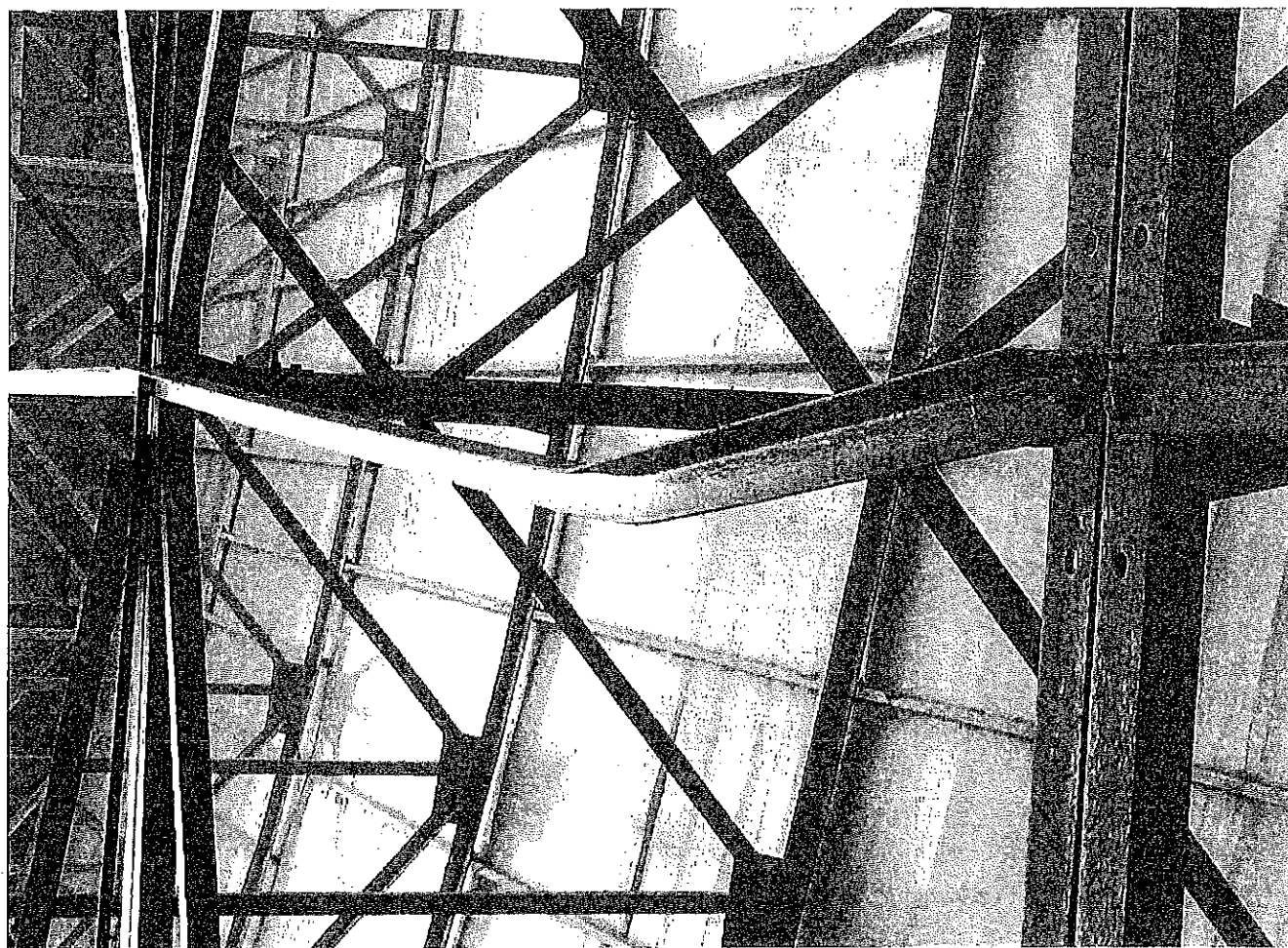
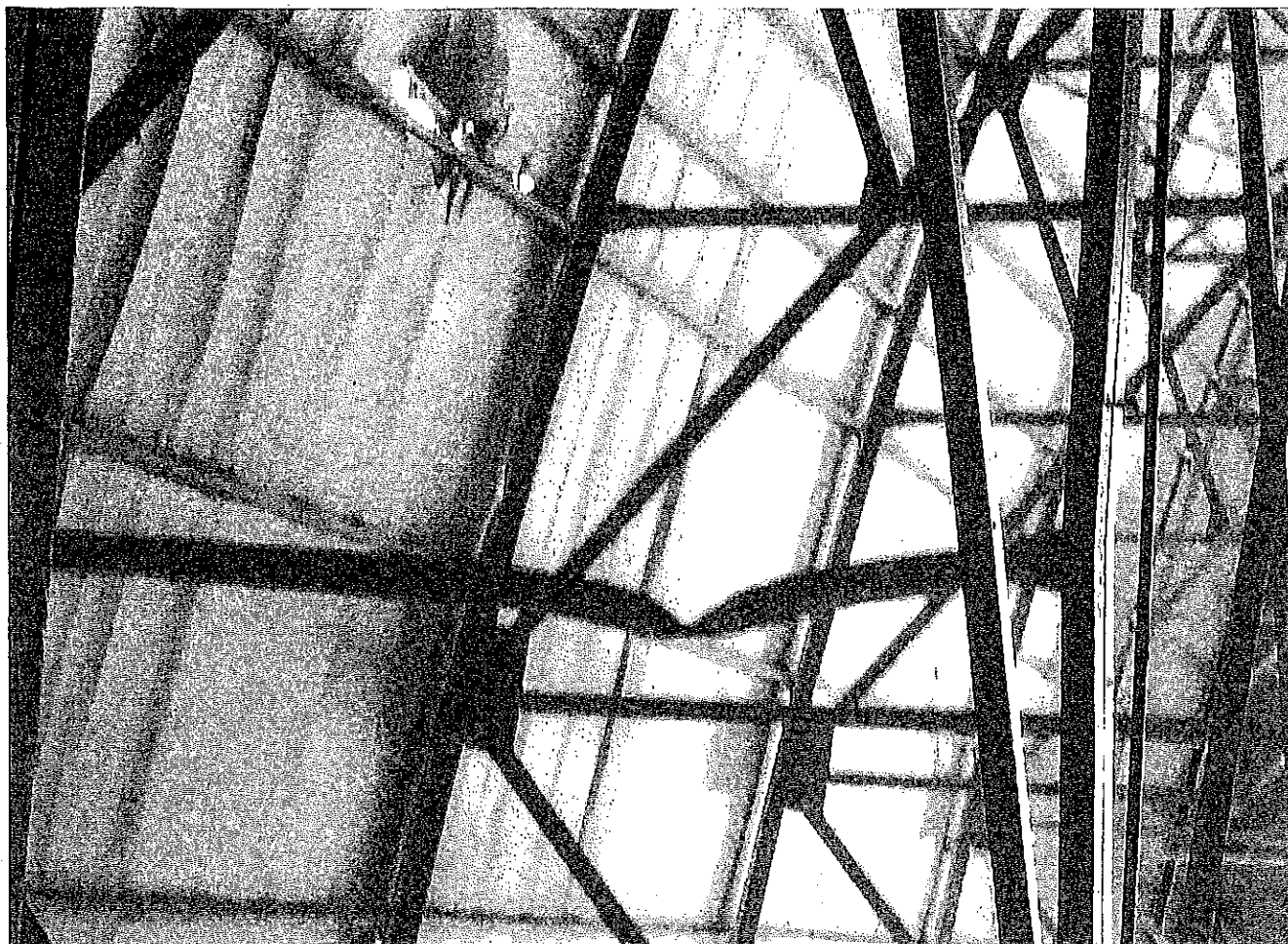
3.4 CLEANING AND PROTECTION

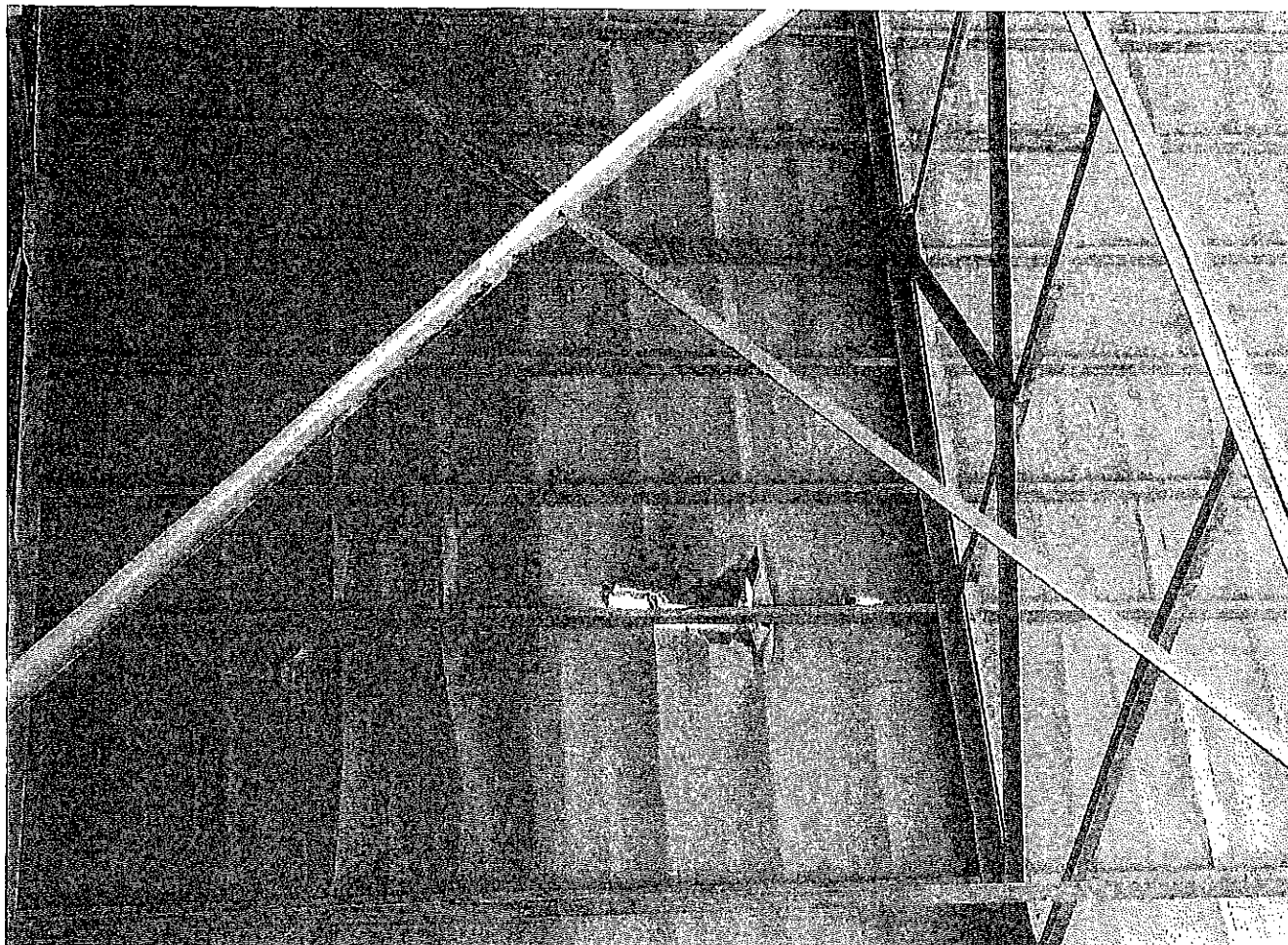
- A. Dispose of excess materials and remove debris from site.
- B. Remove any strippable protective coating prior to installation and in any case do not allow coating

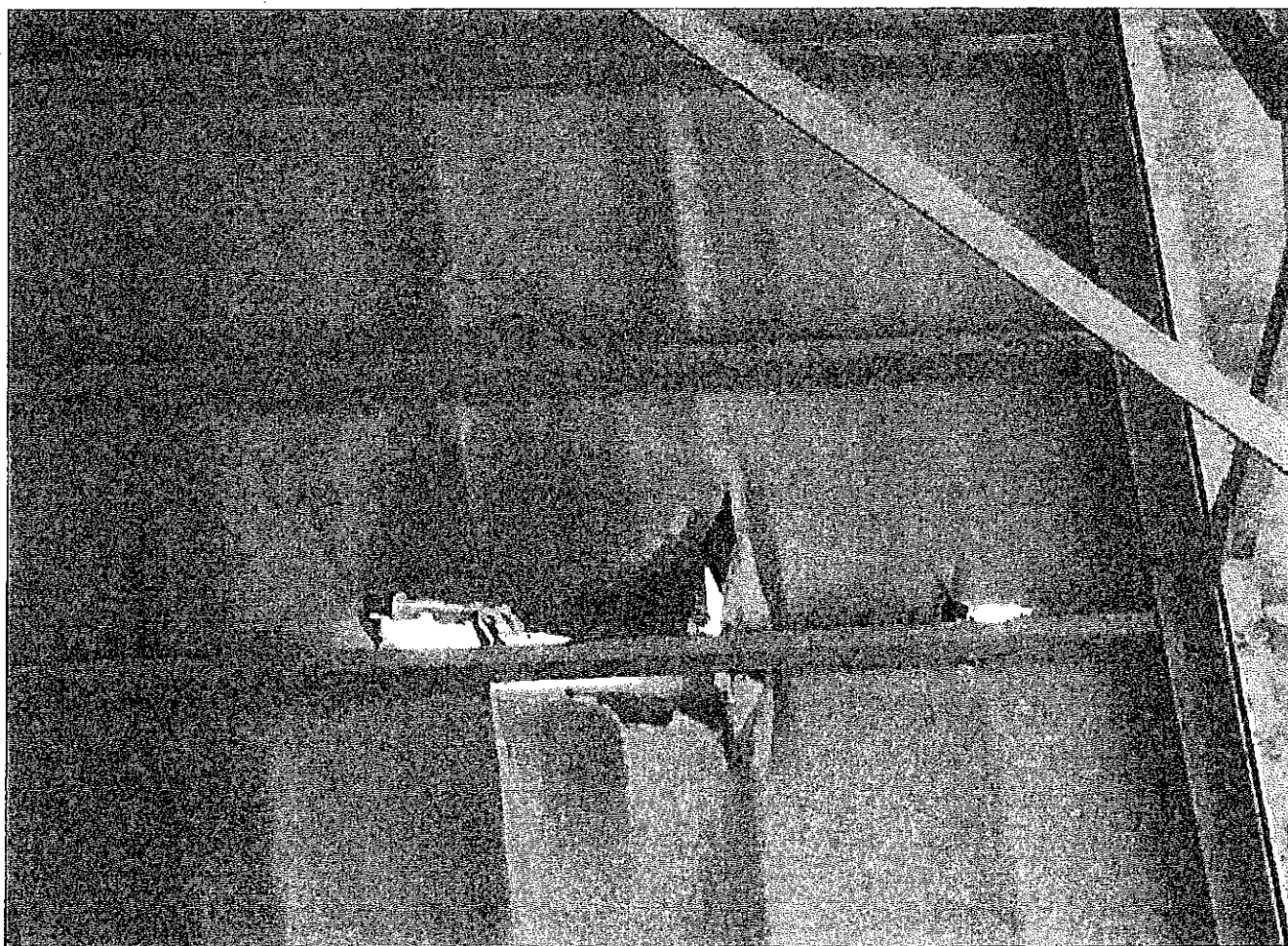
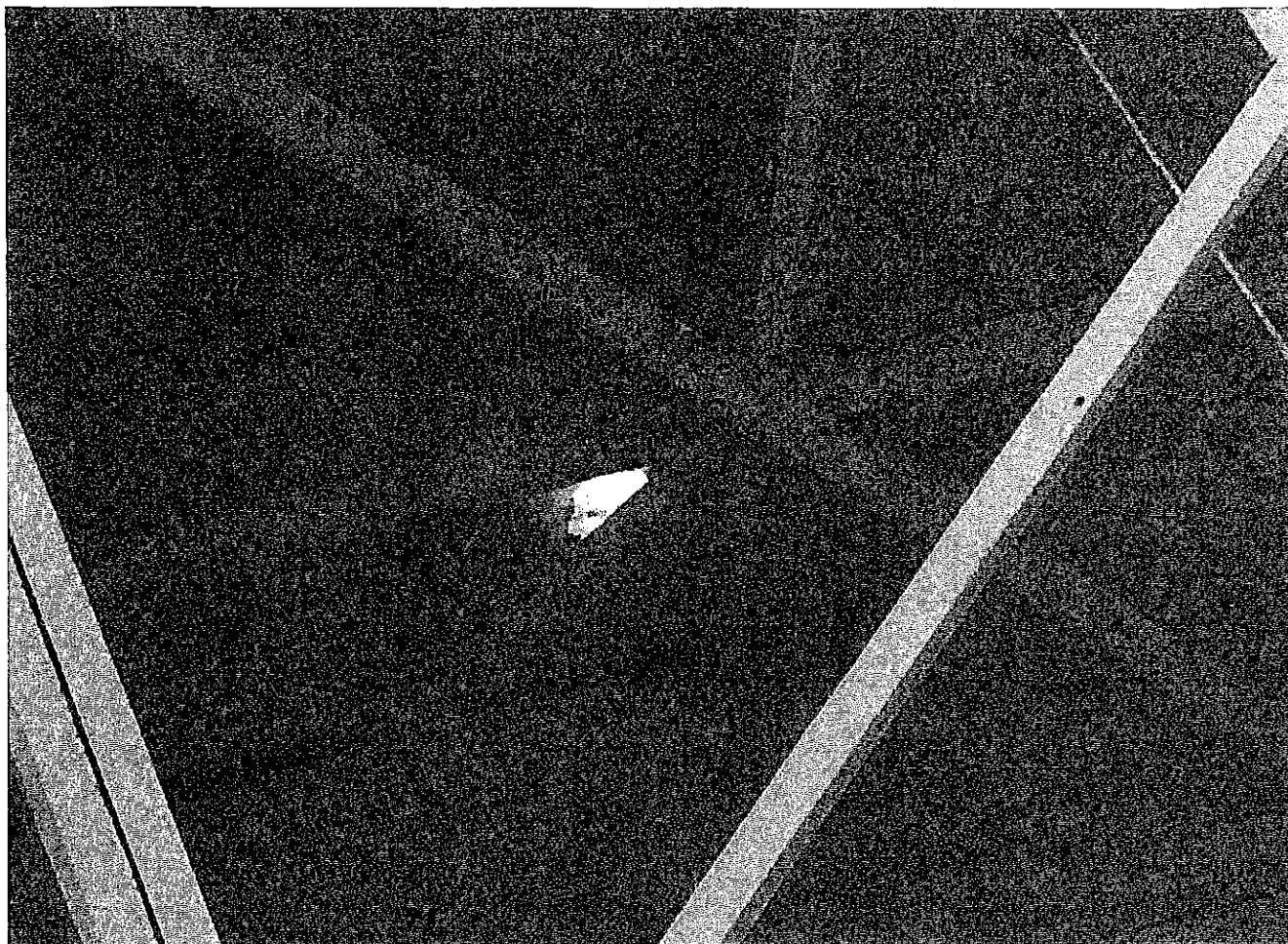
- to remain in extreme heat, cold or direct sunlight or other ultra-violet source.
- C. Protect roof from traffic of other trades or damage by contractors own crews by means of walk boards.
 - D. Replace damaged panels or other components that cannot be repaired by finish touch-up paint. Protect work against damage until final acceptance.
 - E. Leave project as completion free from stains and debris.
 - F. Do not allow panels or trim to come in contact with dissimilar metals such as copper, lead or graphite. Water run-off from these materials is also prohibited. This specifically includes condensate from roof top units.

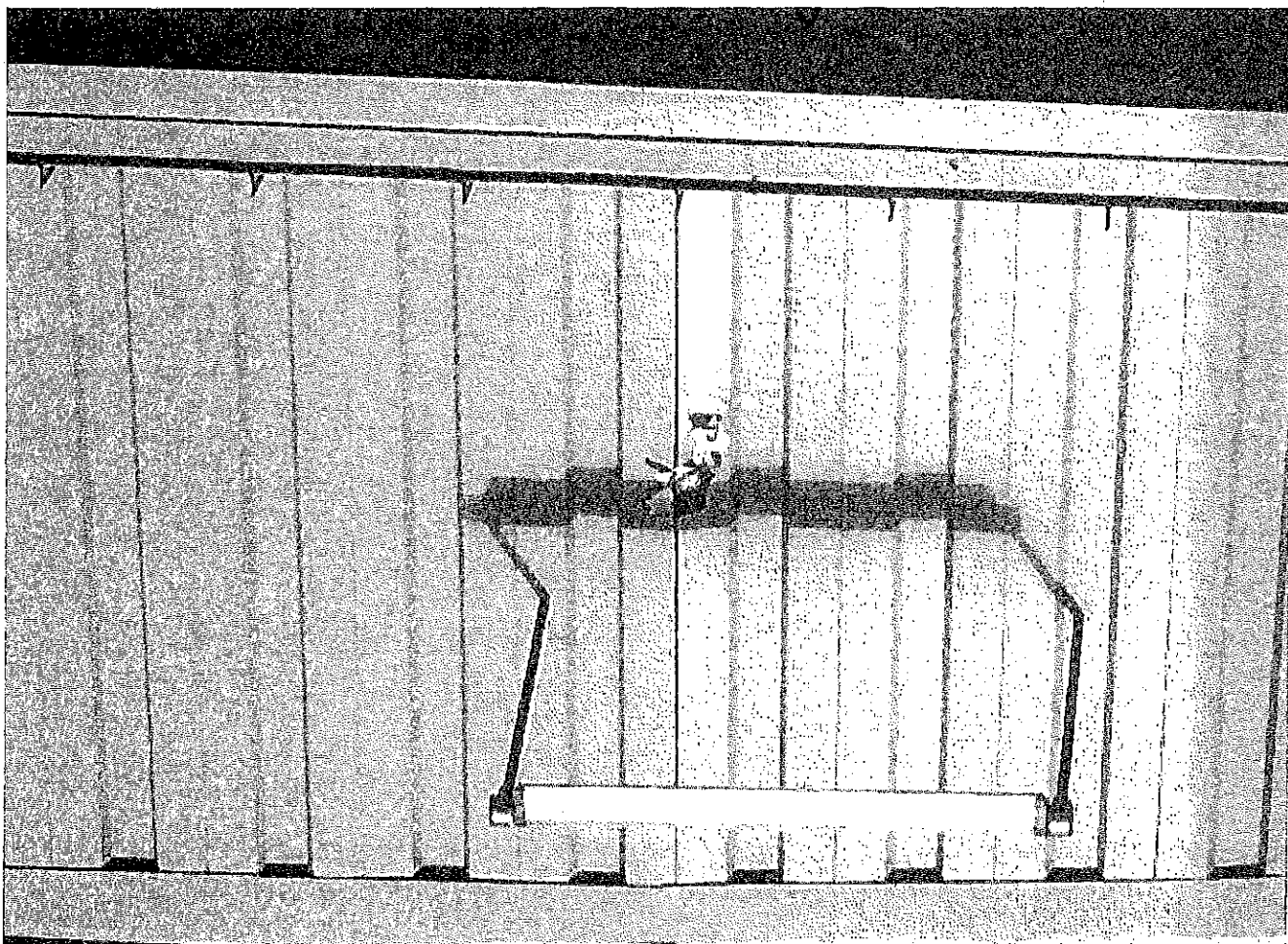
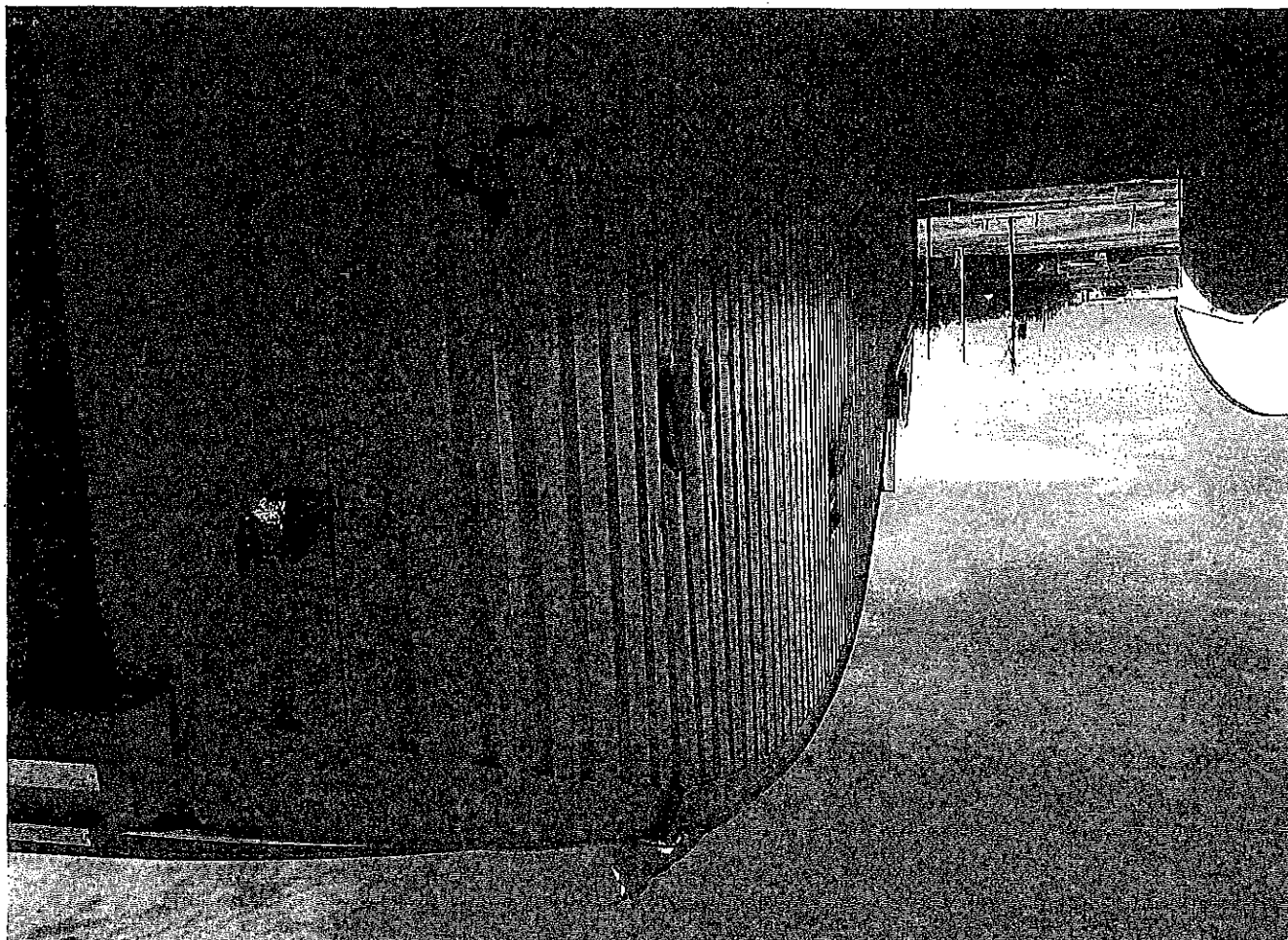


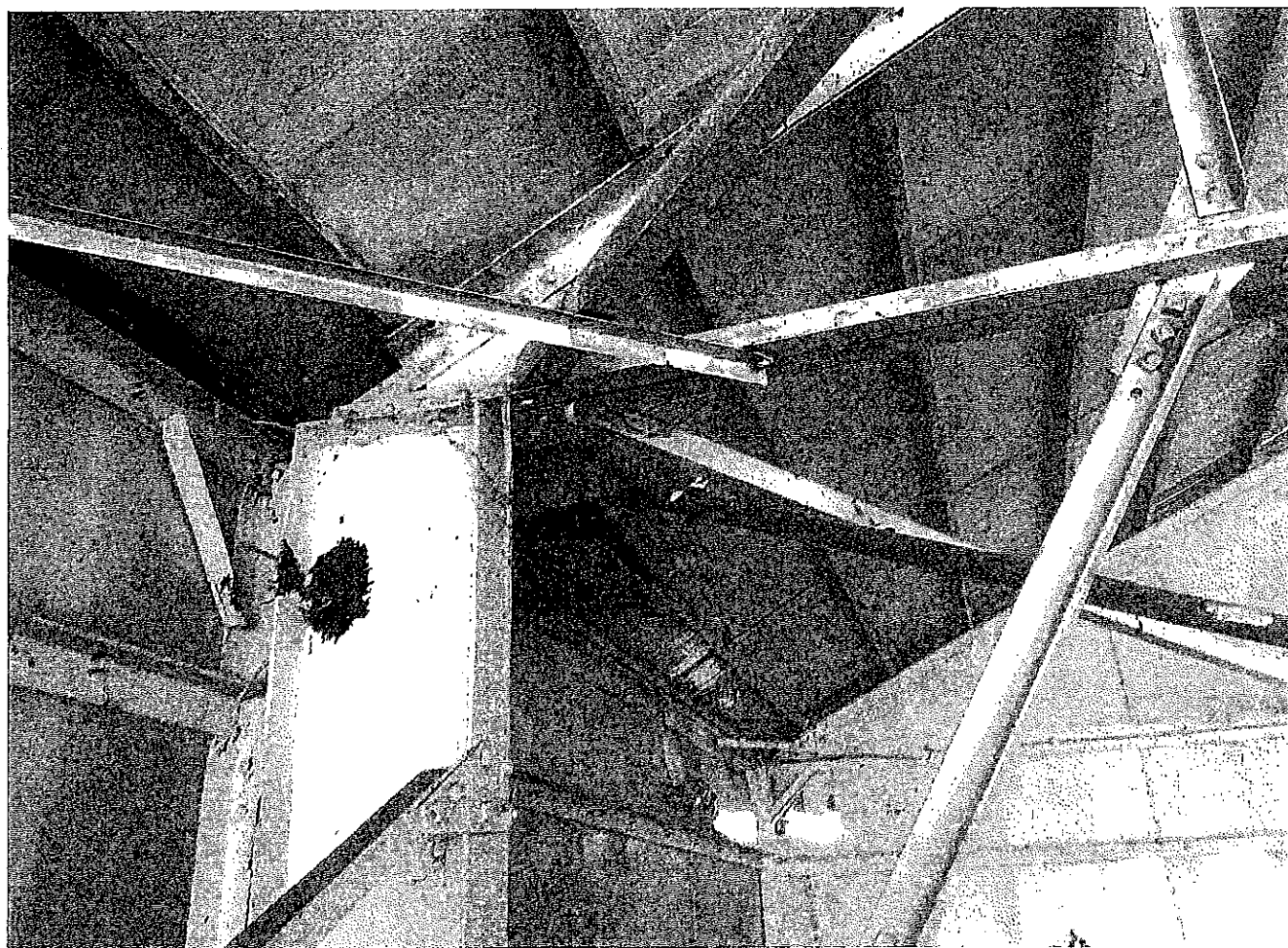












OFFER AND ACCEPTANCE FORM

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): #1 _____, _____, _____, _____.

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

GADV Inc dba L&L General Contractors

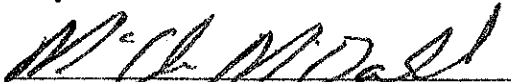
Company Name

11988 FM 365

Address

Beaumont Texas 77705

City State Zip



Signature of Person Authorized to Sign

For clarification of this offer, contact:

McClain McDonald

Name

409-796-1344

Phone

409-796-1341

Fax

landlinc@att.net

E-mail

McClain McDonald

Printed Name

Vice President

Title

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: Jack Brooks Regional Airport

Address: 5000 Jerry Ware Drive Suite 100, Beaumont, Texas 77705

Contact Person and Title: Alex Rupp - Airport Manager

Phone: 409-719-4900 Fax: _____

Email Address: Alex Rupp [arupp@co.jefferson.tx.us] Contract Period: 2011-2012

Scope of Work: Hangar #2 - Rehabilitation

REFERENCE TWO

Government/Company Name: Diocese of Beaumont

Address: 710 Archie Street

Contact Person and Title: Jack Moser - Director of Construction

Phone: 409-934-4359 Fax: _____

Email Address: jmoser@dioceseofbmt.org Contract Period: 2017-2018

Scope of Work: Selective demolition, building repairs, building add-on

REFERENCE THREE

Government/Company Name: Waste Connections

Address: 3 Waterway Square Place, Suite 550, The Woodlands, Texas 77380

Contact Person and Title: Jayne Sims - Senior Project Manager

Phone: 281-873-3229 Fax: _____

Email Address: JayneS@WasteConnections.com Contract Period: 2017-2018

Scope of Work: Building modifications, building repair at Haltom City,

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

GADV Inc dba L&L General Contractors

Bidder (Entity Name)



Signature

11988 FM 365

Street & Mailing Address

McClain McDonald

Print Name

Beaumont, Texas 77705

City, State & Zip

8-14-2018

Date Signed

409-796-1344

Telephone Number

409-796-1344

Fax Number

landlinc@att.net

E-mail Address

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary to repair Hangar No. 2 at the Jack Brooks Regional Airport in accordance with drawings and specifications prepared by Fittz & Shipman, Inc. for the following sum:

Materials Bid Amount:	\$ <u>92,800</u> . <u>00</u>
Materials Bid Amount Written in Words:	
<u>Ninety Two Thousand Eight Hundred</u> dollars and <u>Zero</u> /100	
Labor Bid Amount:	\$ <u>139,200</u> . <u>00</u>
Labor Bid Amount Written in Words:	
<u>One Hundred Thirty Nine Thousand Two Hundred</u> dollars and <u>Zero</u> /100	
Total Bid Amount:	\$ <u>232,000</u> . <u>00</u>
Total Base Bid Amount Written in Words:	
<u>Two Hundred Thirty Two Thousand</u> dollars and <u>Zero</u> /100	

Bidder has examined the bid specifications and the nature and kind of work to be performed and is informed of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that Bidder has experience in the use of materials and methods of performance specified, and that Bidder will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of bid, Bidder agrees to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in 75 calendar days.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1	<u>Add#1</u>	Date Received <u>8-9-2018</u>
Addendum 2	<u> </u>	Date Received <u> </u>
Addendum 3	<u> </u>	Date Received <u> </u>

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center;">None</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center;">NO</div> <div style="text-align: center; font-size: small;">Name of Officer</div> <p>This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> </div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%; text-align: center;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">8-14-2018</div> <div style="font-size: small;">Date</div> </div> </div> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

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 contact 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.

McClain McDonald

Printed Name of Authorized Representative



Signature

Vice President

Title

8-14-2018

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: <u>Metal Specialties - (Approved Berridge Installer)</u>			HUB: p Yes <input type="radio"/> No <input checked="" type="radio"/>
Address: <u>8321 Bauman Rd.</u>	<u>Houston</u>	<u>Texas</u>	<u>77022</u>
Street	City	State	Zip
Phone (with area code): <u>713-695-0000</u>		Fax (with area code): <u>713-695-0048</u>	
Project Title & No.: <u>Hangar # 2 Repairs</u>			
Prime Contract Amount: \$ 210,000.00			

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: _____

McClain McDonald		8-14-2018
Printed Name of Contractor Representative	Signature of Representative	Date

Printed Name of HUB _____ Signature of Representative _____ Date _____

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

☒ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

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

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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: Metal Specialties - [Approved Berridge Installer]

Address: 8321 Bauman Rd. Houston Texas 77022
Street City State Zip

Contact person: David Kotch Title: Estimator

Phone (with area code): 713-695-0000 Fax (with area code): 713-695-0048

Proposed Subcontract Amount: \$ 130,000.00 Percentage of Prime Contract: 62 %

Description of Subcontract Work to be Performed: Berridge Roof System to maintain weather tightness warranty

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): McClain McDonald

Title: Vice President

Signature:

Date: 8-14-2018

E-mail address: landline@att.net

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

Name (print or type): Same as above

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 GADV Inc dba L&L General Contractors [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.):	26-3262015
Company Name submitting bid/proposal:	GADV Inc dba L&L General Contractors
Mailing address:	11988 FM 365, Beaumont, Texas 77705
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**
38625-000-100-000-8	11988 FM 365, Beaumont, Texas 77705
053300-000 / 024200-000	TR2 S1 AC of W 3 AC OF LT 6 BLK 5 Port Acres Abstract 53300
700000-000-355565-0000-6	11988 FM 365, Beaumont, Texas 77705

* 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 Texas COUNTY OF Jefferson

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

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

"I, McClain McDonald am a duly authorized officer of/agent
(name)
for GADV Inc dba L&L General Contractors and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said GADV Inc dba L&L General Contractors.
(name of firm)

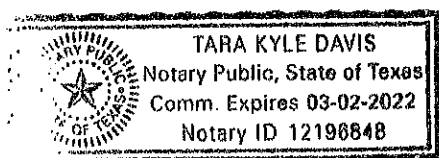
I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly 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: GADV Inc dba L&L General Contractors
11988 FM 365, Beaumont, Texas 77705

Fax: 409-796-1341 Telephone# 409-796-1344
by: McClain McDonald Title: Vice President
(print name)

Signature: *McClain McDonald*

SUBSCRIBED AND SWORN to before me by the above-named McClain McDonald on
this the 14th day of August, 2018.



Tara Kyle Davis
Notary Public in and for
the State of Tx

Bidder Shall Return Completed Form with Offer.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: IFB 18-019/JW

IFB Title: Repair of Hangar No. 2 at Jack Brooks Regional Airport

IFB Due: 11:00 am CDT, Tuesday, August 14, 2018

Addendum No.: 1

Issued (Date): August 9, 2018

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarification

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

James Wyble
Witness

Quak Davis
Witness

[Signature]
Authorized Signature (Bidder)

Vice President

Title of Person Signing Above

GADV Inc dba L&L General Contractors

Typed Name of Business or Individual

Approved by MM Date: 8-9-2018

11988 FM 365, Beaumont, Texas 77705
Address

Fittz & Shipman, Inc.

August 9, 2018
Addendum No. 1

Project: REPAIR OF HANGAR 2 AT JACK BROOKS AIRPORT
IFB 18-019/JW

To: All plan holders on record

Acknowledge receipt of this Addendum by inserting its number and date in the space provided on "**BID FORM**". Failure to do so may subject bidder to disqualification. This Addendum forms part of Bidding Documents and modifies them as follows:

CLARIFICATION

A. Summary of Clarification

- a. The Owner-Controlled Miscellaneous Repair Allowance described in Scope of Work section of this IFB SHALL BE **\$5,000**. This amount is to be included in your bid amount.

END OF ADDENDUM NO. 1

Fittz & Shipman, Inc.

Billy J. Smith, Jr.

Billy J. Smith, Jr.
For the Firm

Copies to: All plan holders of record

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

L&L GENERAL CONTRACTORS
OPERATING ACCOUNT
 11988 FM 365 WEST
 BEAUMONT, TX 77705
 409-796-1344

COMMUNITY BANK OF TEXAS
 88-1198/131

14546

8/14/2018

PAY TO THE ORDER OF Jefferson County

Eleven Thousand Six Hundred and 00/100 *****

\$ **1,600.00

DOLLARS

Jefferson County
 1149 Pearl Street
 Beaumont, Texas 77701

MEMO

5% Bid Bond # IFB-18-019JV

SECURITY FEATURES INCLUDED. DETAILS ON BACK

AUTHORIZED SIGNATURE

McDonald

L&L GENERAL CONTRACTORS / OPERATING ACCOUNT

Jefferson County

WWW.COMMUNITYBANKOFTEXAS.COM

8/14/2018

14546

11,600.00

L & L General Contrac 5% Bid Bond # IFB-18-019JV

11,600.00



L&L General Contractors

11988 FM 365 W

Beaumont, TX 77705

RECEIVED 10:53 AM AUG 14 2018

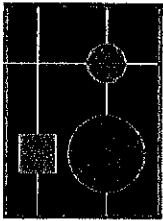
✓ RECD @ 10:53 AM
8/14/2018 - gmet

PROPOSAL FOR - IFB 18-019JW

Project Name: Jefferson County - Repair of Hangar #2
at Jack Brooks Regional Airport

Bid Location: 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701

Bid Time: 8-14-2018 @ 11:00AM



The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA
Principal

Greg Wall, AIA
Principal

7999 Gladys, Suite 101
Beaumont, Texas 77706
(409)860-0197
Fax: (409)860-0198
www.labiche.com

July 30, 2018

Jefferson County Texas Commissioners Court
Mrs. Yea-Mei Sauer, CTPM
Jefferson County Purchasing
1149 Pearl Street
Beaumont, Texas 77701

Project: Hurricane Harvey Remediation for Ford Park Visitor Center

Re: Proposal for Architectural Services

ARCHITECTURE

Dear Mrs. Sauer,

PROJECT CONSULTING

PLANNING

INTERIOR DESIGN

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to the Jefferson County Texas Commissioners Court (hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our experience with similar projects and our meeting with Mike Fusilier on Monday, July 30, 2018.

PROJECT INFORMATION:

The project, as we understand it, is as follows:

1. Work as enumerated on the attached FEMA report, Damage #34822
2. Project budget: unknown
3. Building areas as identified in the damage report and as shown on the attached drawing A2.00: Lobby #100, Desk/Info #101, Display #102, Office #104 & Conference #115.
4. Program: FEMA damage Report and Client supplied floor and site plans for reference.

This scope of work describes design services to be provided the Architect. It defines the effort required to provide architectural services for the project referenced above. Upon receiving notice to proceed and Client supplied information (boundary and topography survey), Architect shall

Proposal for Architectural Services
Ford Park Visitor's Center

perform the following tasks:

Schematic Design

1. Provide architectural services for Schematic Design Phase Services for project as outlined in AIA Document B101 - 2017, Article 3, Scope of Architect's Basic Services, Paragraph 3.2, Items 3.2.1 thru 3.2.5 and 3.2.7.
2. Final Schematic Design documents shall include: Site Plan, Building Plan, Building Elevations and other drawings and/or renderings representing the design as presented.
3. One (1) workshop meeting with Client to introduce and discuss the Schematic Design - Site and Building Plan.

Design Development

1. Provide architectural services for Design Development Phase Services for project as outlined in AIA Document B101 - 2017, Article 3, Scope of Architect's Basic Services, Paragraph 3.3, Items 3.3.1 and 3.3.3.
2. Final Design Development documents shall include: Site Plan, Building Plan, Building Elevations, Building Sections, Finish Schedules, Interior Finish Selections and renderings representing the design as presented.
3. One (1) workshop meeting with Client to introduce and discuss the Design Development - Site and Building Plan.

Construction Documents

1. Provide architectural services for Construction Documents Phase Services for project as outlined in AIA Document B101 - 2017, Article 3, Scope of Architect's Basic Services, Paragraph 3.4, Items 3.4.1 and 3.4.4.

Bidding and Permits

1. Provide architectural services for Procurement Phase Services for project as outlined in AIA Document B101 - 2017, Article 3, Scope of Architect's Basic Services, Paragraph 3.5, Items 3.5.1 and 3.5.3.

Construction Observation

1. Provide architectural services for Construction Phase Services for project as outlined in AIA Document B101 - 2017, Article 3, Scope of Architect's Basic Services, Paragraph 3.6 Design Development Phase Services, Items 3.6.1 and 3.6.6.

Form and format

ARCHITECT hereby agrees to produce instruments of service in the following form or format:

1. AutoCAD 2018 or Revit for drawings.
2. Microsoft Word 2016 for word processing.
3. Microsoft Excel 2016 for spreadsheets

COMPENSATION:

The scope of work outlined above will be performed for a fixed fee of Ten Thousand Dollars (\$10,000) and distributed as follows:

- ☐ Interior Design, Structural, Civil & MEP engineering shall be included.
- ☐ Additional Services requested by Client will be charged hourly per the fee schedule attached.
- ☐ Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Client prior to expenditures. Cost of reimbursable expenses shall be billed at 1.25 times the expenditure.
- ☐ Exclusions:
 1. Any work not included in the scope of work identified in FEMA Damage Report #34822 attached. Additional work shall be billed according to the attached Hourly Rate Schedule or shall be equal to 12% of the Cost of Construction at the option of the Client.
 2. Detailed Construction Cost projections. Land surveys. Soil surveys and recommendations.
 3. ADA review costs.
 4. Any services related to the Client's due diligence including, but not limited to: obtaining letters of environmental assessments.

We have assembled this proposal based on our understanding of your specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. Should you have questions, please phone so that we can discuss. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



Dohn H. LaBiche, FAIA


Approved: 

Jeff R. Branick, Jefferson County Judge

Date:

8/20/2010

ATTEST:


Carolyn L. Guidry, County Clerk



Proposal for Architectural Services
Ford Park Visitor's Center

HOURLY RATE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE*</u>
Principal	150.00
Senior Project Architect	125.00
Project Architect	100.00
Intern Architect II	85.00
Intern Architect I	75.00
Draftsman	45.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

*Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900*

Fittz & Shipman

INC.

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Senior Consultant
Billy J. Smith, Jr., President
Daniel A. Dotson, P.E., Vice President

Consulting Engineers and Land Surveyors

Donald R. King, P.E.
Bernardino D. Tristan, P.E.
Jason R. Davis, P.E.
Mitchell L. Brackin, R.P.L.S.

July 3, 2018

Mr. Alex Rupp, Airport Manager
Jack Brooks Regional Airport
5000 Jerry Ware Drive
Beaumont, TX 77705

**RE: Jerry Ware Terminal Column Damage
5000 Jerry Ware Drive
Beaumont, TX 77705**

Dear Mr. Rupp:

We are pleased to provide this proposal for structural engineering services for the Jerry Ware Terminal Column Damage.

STRUCTURAL ENGINEERING SCOPE OF WORK AND FEE

A vehicle impacted the exterior wall, traveled interior of the property striking an interior column. We propose to provide the following structural engineering services in regard to the column damage:

- Assess the column damage.
- Prepare a written report detailing the column damage.
- Prepare a drawing detailing recommended column repairs.
- Assist in obtaining a bid from a general contractor to make the recommended repairs.
- Inspect the repairs after they have been completed for conformance to the repair recommendations.

We propose to provide the above outlined structural engineering services for a fixed fee of \$5,500 (five thousand, five hundred dollars). We propose to invoice for 80% of our fee when the report is completed and the remaining 20% after the repairs are completed.

Mr. Alex Rupp, Airport Manager
 July 3, 2018
 Page 2

Structural Engineering
 Jerry Ware Terminal Column Damage
 Project No.

We appreciate your use of *Fittz & Shipman, Inc.* for this project. If you wish to discuss our proposed scope of services or fees, please feel free to call. If this proposal meets with your approval, please sign both copies, retain one for your files and return one to our office.

Sincerely,

Fittz & Shipman, Inc.

Terry G. Shipman

by: Terry G. Shipman, P.E.; MASCE
 For the Firm

TGS/blp

Z:\Proposals\2018 07 03 Jerry Ware Terminal Column Damage.docx

ATTEST:

Carolyn L. Guidry
 Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick
 Jeff R. Branick, County Judge

Date: AUGUST 20, 2018

ATTEST
 DATE



Fittz & Shipman, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
 and
Jefferson County, Texas

This Agreement is entered into by and between Jefferson County, Texas (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Beltline Road, Coppel, Texas 75019.

WITNESSETH

WHEREAS, many of the services provided by the County are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, JBI is willing and able to provide professional assistance to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the County;

NOW, THEREFORE, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

ARTICLE I
RESPONSIBILITIES OF JBI

JBI agrees to perform the following services:

- 1.01 JBI will review the policies and procedures used by the County to identify such additional Federal and other revenue sources, if any, as may be available to the County through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- 1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the County signing an Initiative with JBI for the claiming of federal dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

ARTICLE II RESPONSIBILITIES OF THE COUNTY

2.01 The County agrees to perform the following activities:

- a. Designate a properly authorized County representative to sign each JBI Initiative of which the County approves.
- b. Designate a contract monitor who shall:
 - i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement; and
 - ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article V of this agreement (i.e. Compensation).
- c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

ARTICLE III INITIAL TERM AND RENEWAL

3.01 The initial term of this Agreement is three (3) years, commencing with the date of this Agreement (the "Initial or Renewal Term").

3.02 Upon conclusion of the Initial Term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless written notice is given at least thirty (30) days prior to the expiration of this Agreement.

ARTICLE IV COMPENSATION

5.01 The intent of this Agreement is to compensate JBI for new revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

- ❖ Eighteen percent (18%) of all revenue paid to the County (prospectively or retroactively) as described in each of the County signed Initiatives. JBI will be paid its fees for a minimum of three years worth of claims filed prospectively once an Initiative is signed by the County. In addition, JBI will be paid its fees on any retroactive claims filed for that same Initiative.

5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 1711 E. Beltline Road, Coppell, Texas 75019.

5.03 Both parties recognize that delays in payment or reimbursement to the County by the Federal government may occur. JBI will be reimbursed within twenty-one (21) days after funds are actually received by the County and an accurate invoice is delivered to the County by JBI, even if those receipts occur beyond the term of this Agreement.

5.04 JBI agrees that in the unlikely event any funds recovered by the County as a result of this Agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the County should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

5.05 JBI shall have the right to review the County's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

ARTICLE V NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

ARTICLE VI MISCELLANEOUS PROVISIONS

7.01 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the County is authorized to execute this Agreement as the binding act of the County.

Some programs require a submission with digital signature from an authorized elected official of the County. Contractor will prepare the claim and then provide step-by-step instructions for the authorized County official to complete the online form.

7.02 **Changes to be in Writing.** This Agreement may be modified to include additional work the County desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

7.03 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of Texas and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.

7.04 **Counterparts.** This Agreement and the Initiatives that follow may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

7.05 **Entire Agreement.** This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between the Contractor and the County. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.

7.06 **Force Majeure.** Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.

7.07 **Headings.** The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.

7.08 **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.09 **Indemnification.** Contractor agrees to indemnify the County, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.

7.10 **Independent Contractor.** Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.

7.11 **Interest.** In the event a written invoice for services provided under this Agreement remains unpaid for sixty (60) days, the claimant shall be entitled to interest at the highest rate allowed by law.

7.12 **Legal Fees.** In the event a claim for damages is made under this Agreement, the claimant shall be entitled to recover reasonable and necessary attorneys' fees and interest at the highest rate allowed by law, provided that said claim is first presented in writing and remains unpaid for thirty (30) days.

7.13 **Non-Discrimination.** In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.

7.14 **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the County after completing its work on an Initiative.

7.15 **Rule of Construction.** Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.

7.16 **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.17 **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

7.18 **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the County and the Company respectively to execute this Agreement as of the date written below, as well as JBI Initiatives as federal reimbursement opportunities arise from time to time.

EXECUTED THIS 20th DAY OF August, 2018

AGREED:

Jefferson County, Texas

Signature

Jeff R. Branick

Print Name

Jefferson County Judge

Title

Address: 1149 Pearl St.
Beaumont, TX. 77701

ACCEPTED BY:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner

By:

April Farmer
April Farmer

Senior Vice President
1711 E. Beltline Road
Coppell, Texas 75019

ATTEST
DATE

Carol L. Mundy
8/20/18



INITIATIVE: State Criminal Alien Assistance Program (SCAAP)

A) Description of JBI's Contribution:

JB I recognizes that Jefferson County, Texas is being underpaid for housing undocumented criminal aliens. JB I will develop the cost data, secure the necessary data required to document qualified inmates, and prepare the Alien Assistance claims. JB I will work with the Sheriff's Department to optimize future claims by securing 100% allowable data related to inmates.

B) Claims submitted:

No claim has been submitted by JB I.

C) Total Increased Reimbursements expected:

Unknown until data is collected.

D) Fee Structure:

JB I will be paid its fees per its contract with Jefferson County, Texas on all amounts generated from this program.

E) Agreed, JB I may proceed with this Initiative:

Jefferson County, TX:

Name

Jeff R. Branick

August 20, 2018

Date

Jefferson County Judge

Title

Justice Benefits, Inc.:

April Farmer

April Farmer
Senior Vice President

Date

8/10/18




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: August 15, 2018

Re: Surplus Property Auction

Consider and possibly approve a correction to the auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc., held on Saturday August 4, 2018 to include the attached list.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION

August 4, 2018

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		
DISTRICT ATTORNEY	3-GREY CHAIRS		
DISTRICT ATTORNEY	BLUE HIGH BACK CHAIR		12270
DISTRICT ATTORNEY	BLACK HIGH BACK CHAIR		12271
DISTRICT ATTORNEY	BROWN LEATHER CHAIR		12086
DISTRICT ATTORNEY	BROWN COMPUTER DESK		
DISTRICT ATTORNEY	ROLL CART		

Approved by Commissioners' Court: _____



Phase II Dishmachine Rental Agreement

This equipment rental agreement ("**Agreement**") is between Ecolab Inc. ("**Ecolab**") and

JEFFERSON CNTY CORRECTIONAL

5030 HIGHWAY 69 S

BEAUMONT, TX 777051258

Phone: Fax:

Email: mreeves@co.jefferson.tx.us

1. **EQUIPMENT.** Ecolab will provide:

(a) **Rental Equipment.**

Model	Base Rate	Min Product Purchase	Term Length	Term Type	-
ES-4400	USD 284.95	USD 300.00	2	Years	

(b) **Maintenance:** Ecolab will perform periodic routine service checks of the Equipment and provide all parts and labor for necessary repairs to maintain the Equipment in good condition (other than damage due to misuse or abuse by Customer). Ecolab will provide 24-hour/365-day access to Ecolab's service number (1-800-35-CLEAN). Ecolab reserves the right to discontinue service in the event of delinquency in the payment of any amounts due to Ecolab under this Agreement or other breach of this Agreement by Customer.

(c) **Substitution:** Ecolab may substitute an alternative model for a model listed above if the alternative model provides equal or better performance than the model being replaced.

2. **PAYMENT.** In consideration of renting the warewashing and other equipment identified above (the "**Equipment**") from Ecolab, Customer agrees to make the following payments and purchases:

(a) **Delivery, Installation & Program Start-up Fee.** USD 0.00 (payable upon Customer signature); and

(b) **Rental Rate:** The monthly rental rate noted in Section 1 (a,b) above for each unit of Equipment (the "**Rental Rate**") for each monthly service period (payable in advance); and

(c) **Minimum Product Purchases:** Customer agrees to purchase a monthly minimum of Ecolab Institutional chemical products ("**Products**") from Ecolab or an approved distributor for each monthly minimum noted above in Section 1 (a,b), if any (the "**Monthly Minimum**"). The start-up fee (if any), Rental Rate, maintenance agreement payments, if any, or Raburn or other equipment sales do not apply towards the Monthly Minimum requirement. If Customer does not purchase the Monthly Minimum for two consecutive months, then Customer must pay the shortfall amount. Customer may not use any detergents, sanitizers or rinse additives in the operation of the Equipment except those provided by Ecolab or approved by Ecolab in writing.

(d) **Product Prices:** The price for the Products will be as agreed and stated on each invoice.

(e) **Payment Options:** Payments due under Section 2 (a) through (d) are due net 30 days and will be made in accordance with:

Monthly Invoice

Customer hereby authorizes Ecolab to debit the bank account indicated on the Pre-Authorized Payment Plan form. The Pre-Authorized Payment Plan must be completed to activate this option.

3. **TERM.** This Agreement will continue for each term noted above in Section 1 (a, b) beginning on the day the Equipment is delivered (the "**Initial Term**") and will continue from month-to-month thereafter until either party provides the other with 30 days' written notice of its intent to terminate this Agreement.

4. **TERMINATION; EARLY TERMINATION DAMAGES.** A party may only terminate this Agreement before the end of the Initial Term (i) pursuant to Section 5 below, or (ii) if the other party has materially breached this Agreement (i.e., failed to meet its obligations under this Agreement) and fails to cure (i.e., correct) that breach within 60 days of receiving written notice. If this Agreement is terminated for any reason before the end of the Initial Term (except if Customer terminates pursuant to this Section for Ecolab's uncured material breach of this Agreement), Customer must promptly pay to Ecolab an amount equal to (i) the sum of the Rental Rate and Monthly Minimum, multiplied by (ii) the lesser of 3 or the number of months remaining in the Initial Term following the effective date of the

termination. Customer and Ecolab agree that this is equal to, or less than the reasonable estimate of the damages suffered by Ecolab for the early termination of this Agreement.

5. NOTICE OF CHANGES. The prices under this Agreement will remain in effect for a minimum of one year. Thereafter, Ecolab may increase the Rental Rate and any additional charges and extended service prices by no more than 8% annually but only with at least 30 days' notice to Customer. In the event of a price increase, Customer may terminate this Agreement by giving 30 days' written notice to Ecolab. To be effective, notice must be received by Ecolab within 30 days after the price increase takes effect.

6. TAXES. Where applicable, Customer must pay any sales, use or personal property taxes levied upon the Products or Equipment.

7. LOSS AND DAMAGE. Customer is responsible for any loss, damage, theft, or destruction of the Equipment while on Customer premises and beyond Ecolab's control, including any damage caused by Customer's misuse or abuse, Customer's use of non-Ecolab products, failure to comply with use, care and maintenance instructions provided by Ecolab or with the terms of this Agreement. Customer may not change, alter, or repair the Equipment. Customer will be charged for repairs required due to the foregoing at Ecolab's then-current prices for parts and service. Customer agrees that it will not permit removal or defacement of any identifying labels and/or serial numbers affixed to the Equipment and will promptly notify Ecolab if any such labels or serial numbers become illegible, missing or defaced. In addition, Customer is responsible for any damage or destruction caused by the removal of the Equipment by another person or entity other than Ecolab.

8. DELIVERY AND INSTALLATION; UTILITIES. Ecolab will deliver and install the Equipment at Customer's request or as soon thereafter as is feasible. For water softeners, Ecolab will terminate to the existing water and drain connections. Customer is responsible for locating the hard water supply line and floor drain properly sized to accommodate backwash flow rates within five (5) feet of the softener locations. Customer must provide plumbing and electrical hookups and any and all required governmental permits. Customer will provide all utilities including, without limitation, electricity, water temperatures, and water conditions necessary to operate the Equipment according to the Equipment manufacturer's specifications. Ecolab will, at Customer's request, remove and dispose of Customer's existing water softening equipment, and in that event, Customer will indemnify and hold Ecolab harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to the removal and disposal of such water softening equipment.

9. DEFAULT. Customer will be in default under this Agreement if Customer fails to comply with any terms of this Agreement (time being of the essence), if the Equipment is moved, substantially damaged or encumbered, Customer is dissolved or becomes insolvent, or any action for the benefit of creditors is taken with respect to Customer. Upon default, Ecolab may disable the Equipment and Customer's rights under this Agreement will, at the option of Ecolab and upon written notice to Customer, be terminated (but Customer's outstanding obligations under this Agreement will survive any such termination) and Ecolab will have the right to take immediate possession of the Equipment and exercise any other remedies available to it in law or in equity. If Customer fails to surrender the Equipment within 30 days from the effective date of termination, Ecolab has the right to seek recovery of the Equipment and all other remedies as may be provided by law which arise out of such default including the right to invoice Customer for all costs associated with the full replacement value of the Equipment and for damages suffered by Ecolab for Customer's failure to surrender the Equipment, including but not limited to labor, removal, shipping, and restocking fees plus any other outstanding payments due to Ecolab. Customer must pay all reasonable costs incurred by Ecolab, including, without limitation, collection costs and reasonable attorneys' fees, to collect any amounts due Ecolab, or to enforce any Ecolab right, under this Agreement.

10. OWNERSHIP OF EQUIPMENT. All Equipment (including but not limited to dispensing equipment) will at all times be the sole and exclusive property of Ecolab. Customer will have no right of ownership of such property, but only the right to use the Equipment subject to this Agreement. The Equipment will remain personal property and not become a fixture of any building. Customer will not remove the Equipment without the prior written approval of Ecolab. Customer will not permit any lien or encumbrance upon the Equipment and will execute documentation as Ecolab deems necessary to evidence Ecolab's ownership.

11. RETURN OF EQUIPMENT; RIGHT TO REMOVE. Upon expiration or termination of this Agreement, Customer must return the Equipment in as good a condition as when received, excluding normal wear and tear. Ecolab will have the right to enter Customer's premises at all reasonable times and upon reasonable notice for the purpose of de-installation and removal of the Equipment. Ecolab will repair any damage it may cause to the premises during the de-installation and removal. Customer is liable for the ongoing monthly Rental Rate until the Equipment is returned.

12. GENERAL. Customer is solely liable for all claims including, but not limited to, Workers' Compensation claims, resulting from the operation or use of the Equipment or work thereon by Customer's employees or agents. **BOTH PARTIES DISCLAIM ALL CONSEQUENTIAL, INCIDENTAL, AND/OR SPECIAL DAMAGES.** With regard to third party claims, each party will defend, indemnify and hold the other party harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to bodily injury, death or property damage, but only to the proportionate extent that such injury, death or property damage is caused by (i) a party's breach of this Agreement or (ii) a party's (or a party's employees' or agents') negligent or intentionally wrongful acts or omissions. A party seeking indemnification under this provision must promptly notify the other party in writing of the claim(s) or damages subject to the claim for indemnification. Neither the party having the right to indemnification nor the party having the indemnification obligation under provision may settle or compromise any such claim, suit, action or proceeding unless the opposite party consents in writing (which consent may not be unreasonably withheld) and the terms of that settlement or compromise releases the opposite party from any and all liability with respect to that claim. This Agreement may not be assigned by Customer without Ecolab's written consent. This Agreement represents the entire agreement of the parties and it supersedes all prior agreements and understandings between the parties, whether written or oral, regarding the subject matter of this Agreement and it may only be amended in writing. The terms of any purchase order (other than the stated quantity ordered and delivery date), release,

acknowledgment or other document or communication between the parties will not apply. This Agreement is governed by the internal laws of Minnesota without regard to the conflict of laws rules, provisions or statutes of any jurisdiction. Any personal information provided to Ecolab is protected under Ecolab's Privacy Policy: www.ecolab.com/privacy-policy. Ecolab will not be liable for consequential or any other damages which may result from any cause beyond the reasonable control of Ecolab including, but not limited to, acts of God or government, supply or labor shortages, or transportation delays.


Jeff R. Branick Jefferson County Judge
 Authorized Signature

Signature Date: X August 20, 2018

Printed Authorized Signer: Judge Jeff Branick	Ecolab Assoc: Michael Browning	Employee #: 49961
Date: August 15, 2018	Agreement Code: LSA-000133893	Account No: 010318249

For Office Use Only - Phase II Rental Agreement

This Agreement will not be binding upon Ecolab Inc. unless and until it is countersigned below by a proper official at Ecolab's offices in Eagan, Minnesota.

Accepted by (Title): _____ Date: _____ Account: 010318249

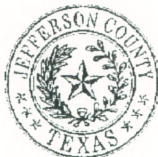
Rev 12187

ATTEST
 DATE 8/20/18



RECEIVED AUG 14 2018

EDDIE J. COLLINS
CONSTABLE PRECINCT EIGHT
525 LAKESHORE DRIVE
PORT ARTHUR, TEXAS 77640
409-983-8311 FAX 409-983-8303
E – mail jcp8@co.jefferson.tx.us



WILLIE JANE BRISCOE
Senior Office Specialist

August 15th 2018

Honorable Commissioner's Court:
1149 Pearl St.
Beaumont, Tx. 77701

I would like to place an item on the August 20th 2018 Commissioner's Court agenda.

Please consider and possibly approve the transfer of Deputy John Ochoa from Constable Precinct Two (2) to a Deputy Constable Precinct Eight (8) in accordance with Local Government Code (LGC) 86.011.

Thank You

A handwritten signature in cursive script that reads "Eddie J. Collins".

Eddie J. Collins
Jefferson Constable Precinct 8

Cc: Jeff R. Branick, County Judge
Eddie Arnold, Commissioner Pct. 1
Brent Weaver, Commissioner Pct. 2
Michael Sinegal, Commissioner Pct. 3
Everette "Bo" Alfred, Commissioner Pct. 4

Fran Lee

From: Terry Wuenschel <twuenschel@co.jefferson.tx.us>
Sent: Thursday, August 16, 2018 9:09 AM
To: Fran Lee
Cc: Allison N. Getz; Cheryl Ellis
Subject: 2018 Voter Budget Funds Transfer

Fran,

We are requesting a budget funds transfer to cover the cost of Voter application data image conversion and staff training. We are also placing the contracts on the agenda for Monday.

Please transfer \$3,725

TO 120-1031-415-5077 Contractual Services
FROM 120-1031-415-4052 Postage

Please let me know if you need any more information.

Thank you,

Terry Wuenschel, PCC
Chief Deputy Assessor-Collector
Jefferson County Tax Office
P: 409-835-8704; F: 409-835-8589
twuenschel@co.jefferson.tx.us
www.jeffcotax.com

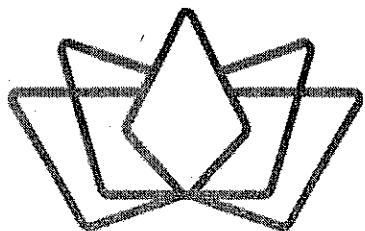
CONFIDENTIALITY NOTICE:

THIS TRANSMISSION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL AND/OR ENTITY TO WHOM IT IS ADDRESSED, AND MAY CONTAIN INFORMATION AND/OR ATTACHMENTS THAT ARE PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, DISSEMINATION, DISTRIBUTION, DUPLICATION OR THE TAKING OF ANY ACTIONS IN RELIANCE ON THE CONTENTS OF THIS TRANSMISSION BY SOMEONE OTHER THAN THE INTENDED ADDRESSEE OR ITS DESIGNATED AGENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY THE SENDER BY REPLYING IMMEDIATELY AND DELETE THE MESSAGE.

**APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

VINE® SERVICE AGREEMENT

DIR-TSO-3937



APPRISS®
SAFETY

DIR-TSO-3937

APPENDIX D (per Amendment 1)

VINE® SERVICE AGREEMENT

APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)

Agreement No. 1877281-2018

Date: September 1, 2017

BETWEEN:

Appriss Safety
 9901 Linn Station Rd., Suite 500
 Louisville, KY 40223-3842

CUSTOMER:

Jefferson County
 1149 Pearl Street
 Beaumont, TX 77701

I. Appriss Safety (the “Service Provider” or “Appriss”) hereby agrees to provide victim notification services known as the VINE® Service as described herein (the “Services”).

A. The Services will be provided to: Jefferson County(the “Customer”). The Customer hereby agrees to purchase from the Service Provider the Services on the terms and conditions of DIR Contract No. DIR-TSO-3937 and hereinafter set forth herein.

B. The Services will be provided in connection with the following sites:

1. County Jail
2. District Court

This Agreement shall be effective as of September 1, 2017 and continue for Twelve (12) consecutive months. Billing of ‘Recurring Operational Fees’ shall not affect the Service Agreement renewal date

C. Description of Services. VINE® Service - Subject to the terms, conditions and limitations of DIR Contract No. DIR-TSO-3937 and contained herein, the Service Provider shall:

D. Be responsible for all development associated with the processing of the notification signal and the actual notification attempts once the signal has been transmitted.

E. The Customer and its Participating Agencies at each site will assist the Service Provider in coordinating initial work required by the existing vendors or in-house resources. Where applicable, costs of postage and stationary are excluded.

F. Dedicate a special telephone number for the Customer’s use of the VINE Service Center.

G. Process incoming and outgoing victim calls.

1. Victim notification calls only occur after the Customer manually enters the required data into the Customer’s automated system which creates a file with the required data that is transmitted to the VINE Data Center.
2. Upon receipt of the required data, the notification processes as defined in the VINE proposal are performed.
3. After the initial start-up period, the Customer (Participating Agencies at each site) is responsible for making modifications to their automated system (Booking System) and will manage their internal resources and/or system vendor to modify or provide the required programming to provide the Service Provider with the data required.

VINE 20140114
 Agreement No. 1877281-2018

**APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

The Customer shall bear all costs associated with these changes or modifications to their existing automated system after the initial connection. The Service Provider acts only in the capacity of technical advisor to assist in this work.

H. Provide support services on a 24 hour a day, 7-days a week basis through its Customer First Center (the "CFC")

II. Supplies and Materials. The Service Provider shall make available certain materials and supplies to the Customer for use in introducing VINE to the community. The creation of print, radio and television PSAs is included in the fees.

A. Appriss will provide support materials in agreed upon quantities for all VINE services one time per contract year as part of the recurring operational fees.

1. At the Customer's expense, support materials in excess of agreed upon quantities may be purchased from the Service Provider at our published pricing.

B. The creation of radio and television Public Service Announcements (PSAs) is included in the service as well.

1. Appriss will provide a tailored version of our stock television PSA at no additional charge.

2. Radio PSAs will be produced and provided on a CD at no additional charge. The radio PSA can also be sent electronically for distribution by email or posted on websites.

III. Fees and Commissions. Prior to this Agreement being valid, and service to begin:

A. The Service Provider must receive a purchase order from the Funding Source (as defined in Appendix A hereto) to cover the following fees as exhibited in Appendix C of DIR Contract No. DIR-TSO-3937.

B. The Customer billing contact information and Funding Source contact information must be provided on Exhibit A (attached).

1. Non-Recurring Startup Fees. These fees are for:

- a) Establishing the system connection
- b) Startup
- c) Training
- d) Interface development

The startup fees for services on this project are \$ 0 and will be billed according to the billing schedule and in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3937.

APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)

2. Recurring Operational Fees. These fees cover:
 - a) The annual cost of operating and supporting the VINE Service
 - b) Hardware and proprietary software (the “VINE Software”) used to power VINE
 - c) All incoming and outgoing calls
 - d) 24 hour monitoring of the service
 - e) The cost of transmitting all data

The operational fees for the VINE Service will be \$ 28,546.78 per year

Payments will be made in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3937.

- IV. Performance of Additional Services.** The parties agree that should the Service Provider choose to perform, at the Customer’s request, any services not covered by this Agreement, the Customer shall compensate the Service Provider for its direct labor, parts and subcontracted work at the Standard Rate as indicated in Appendix C of DIR Contract No. DIR-TSO-3937.

Booking System Interface Changes. All work done by Appriss Inc., related to an agency changing their booking system from their existing VINE supported booking system to a new VINE supported booking system including, but not limited to, interface installation, setup, configuration, testing and documentation is considered standard maintenance and covered under this service agreement. A VINE supported booking system is one for which an interface already exists.

Booking systems not yet supported by VINE, i.e., without an existing interface, are not considered standard maintenance and are subject to the hourly contract rate for performance of additional services as noted in section VII above. Third-party costs (booking system vendors, agency IT staff, etc.) associated with any booking system changes are not covered under this agreement.

- V. Warranty.** The Service Provider represents and warrants qualified personnel shall perform the Services in a competent and professional manner. If the VINE Software does not substantially conform to the VINE Software specification, the Service Provider’s sole obligation under this warranty is to remedy such defect, provided that the VINE Software has not been modified by anyone other than the Service Provider. These express limited warranties are in place of all other warranties, express or implied, including, without limitation, implied warranties of merchantability or fitness for a particular purpose and all such other warranties are expressly disclaimed and excluded by the Service Provider.

- VI. Ownership of Intellectual Property; Licenses.** The Service Provider retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Service Provider (the “Intellectual Property”) in connection with the Services. The Service Provider hereby grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by the Service Provider of the VINE Services for the Customer’s internal purposes only. Nothing herein shall grant the Customer a license to the source code of the VINE Software.

Nothing contained herein shall be construed to grant the Service Provider any ownership rights in data supplied by the Customer to the Service Provider in connection with this Agreement. Appriss will use the data in connection with the VINE Service while offenders are within the VINE Service window

APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)

(which begins the moment the offender is in custody and ends within a number of days after the offender leaves custody as predetermined by the Customer, except that for court records, the service window ends 30 days after the final dispensation of the case) for victim notification and may use current and historical data in applications for law enforcement, government, risk management, security, or fraud detection purposes.

VII. Intellectual Property Indemnification. Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3937.

VIII. Confidentiality. The Service Provider shall not disclose any Confidential Information without the Customer's express, prior written permission, except to the extent that a disclosure is required by law or court order. For purposes of this paragraph, "Confidential Information" means all documents, reports, data, records, forms, and other materials obtained by the Service Provider from the Customer in the course of performing any Services (including, but not limited to, the Customer records and information): (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Customer to the Service Provider; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, "Confidential Information" does not include information in the public domain.

In addition, the Service Provider shall not remarket or utilize any documents, reports, data, records, forms, or other materials created or obtained in relation to the VINE System, except as consistent with the terms of the Office of the Attorney General of Texas's Vendor Renewal Certification for the Statewide Automated Victim Notification Service.

IX. Liability Limit. Limitation of Liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3937.

X. Force Majeure. Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3937.

XI. Entire Agreement; Inconsistent Terms. DIR Contract No. DIR-TSO-3937 and this Agreement and all exhibits, appendices, and schedules attached hereto are the complete and exclusive statement of the agreement between the Customer and the Service Provider, and supersede any and all other agreements, oral or written, between the parties

This Agreement may not be modified except by written instrument signed by the Customer and by an authorized representative of the Service Provider. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Service Provider.

XII. Term and Termination. This Agreement shall commence upon the date set forth above and continue in effect for Twelve (12) months. This Agreement shall have three (3) one (1) year renewal options exercised by Customer providing 30 day written notice prior to the then- expiration date.

Any changes in pricing for this Agreement must be approved by DIR.

Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3937

**APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

- XIII. Parties in Interest.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.
- XIV. Assignment.** Assignment will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3937.
- XV. Jurisdiction and Choice of Law.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of Texas. Service Provider and Customer hereby consent to the jurisdiction of any competent state court of Texas located in Travis County, Texas, with respect to any actions arising from this Agreement. No action may be brought by either party against the other later than four (4) years after the cause of action has accrued. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
- XVI. Customer's Project Manager.** For the purposes of this project, the following contact will be used as the Customer's project management contact. All project responsibilities that belong to the Customer will be coordinated and managed by this contact. The Customer appoints the project manager to be Jonathan Musick, who can be reached at telephone number 502-815-3810, or via email at jmusick@apprissafety.com.

Signature Page Follows

**APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

APPRISS SAFETY BY:



Signature

8/9/2018

Date

Joshua P. Bruner

Name

President

Title

Customer Acceptance of Proposal: The above prices, proposal, provisions and conditions are satisfactory and are hereby accepted. Service Provider is authorized to do the work as specified. Payment will be made as described on the terms outlined in this Service Agreement.

CUSTOMER BY:

Signature

Date

Name

Title

**APPRISS SAFETY – VINE® SERVICE AGREEMENT
APPENDIX D TO DIR-TSO-3937 (per Amendment 1)**

**APPRISS INC.
SERVICE AGREEMENT - EXHIBIT A**

Customer: Jefferson County

Billing Address: _____
 Street Address

 City State Zip

Finance Contact: _____
 Name Title

Telephone: _____ Fax: _____

E-mail: _____

Funding Source: Texas Office of the Attorney General -- Grant Administration Division

Billing Address: P.O. Box 12548
 Street Address
 Austin TX 78711-2548
 City State Zip

Finance Contact: Chris Gersbach Texas SAVNS Program Manager
 Name Title

Telephone: 512-936-1653 Fax: 512-370-9827

Date funds to be received from Funding Source: Upon submittal of FY2018 OAG required documentation.

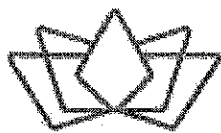
Mail payments to:
APPRISS INC.
9901 LINN STATION RD SUITE 500
LOUISVILLE, KY 40223-3842

Questions and correspondence related to billings and/or payments may be directed to:

Colleen G. Heslin
Appriss Inc.
9901 Linn Station Road, Suite 500
Louisville, KY 40223-3842
502-815-3850

cheslin@apprissafety.com

VINE 20140114
 Agreement No. 1877281-2018



APPRISS[®]
SAFETY

INVOICE

Customer

TX Office of Attorney General - GS :
Jefferson County - GS

Bill To:

Patrick Swain
Jefferson County
1149 Pearl Street
Beaumont TX 77701

Invoice Date

11/9/2017

Invoice Number

INV49657

Texas VINE Automated Victim Notification Services VINE Maintenance Fee

Quarterly Maintenance Period	Forms Due to OAG (no earlier than)	Quarterly Amount
09/01/2017 - 11/30/2017	12/1/2017	7,136.69
12/01/2017 - 2/28/2018	3/1/2018	7,136.69
03/01/2018 - 05/31/2018	6/1/2018	7,136.69
06/01/2018 - 08/31/2018	9/1/2018	7,136.69

This invoice includes a 3% increase in the annual maintenance for FY2018. The reimbursement process noted below has not changed and the Office of Attorney General will continue to reimburse Appriss Safety on your behalf upon the completion of all appropriate documentation.

Please attach this invoice and a copy of the Appriss provided R-14 Service Agreement Renewal Notice to the OAG's Invoicing Form. To obtain the OAG Invoicing Form, please contact Chris Gersbach at the Texas Office of the Attorney General at chris.gersbach@texasattorneygeneral.gov. Forms should be completed & signed on the due dates above, then sent to OAG for processing.

SUBTOTAL	\$ 28,546.76
TAX	\$ 0.00
TOTAL CHARGES	\$ 28,546.76
PAYMENTS	\$ 0.00
=====	=====
BALANCE DUE	\$ 28,546.76

For questions on your invoice, please send an email to AcctgDept@appriss.com

This invoice is for documentation purposes only. DO NOT REMIT PAYMENT to Appriss or to the Texas Office of the Attorney General. The Office of the Attorney General will pay Appriss directly on your behalf.

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending July 31, 2018



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

August 14, 2018

Honorable Commissioners Court:

Judge Jeff R. Branick

Commissioner Eddie Arnold

Commissioner Brent Weaver

Commissioner Michael "Shane" Sinegal

Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of July 31, 2018 together with the results of operations of the budget for the tenth period then ended.

Revenue:

Total budgeted revenue collected for the month ending July 31, 2018 is \$115,887,631. Budgeted Revenues are \$118,751,599 leaving \$2,863,968 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$80,204,958 for the ten months of the year. This amount represents 99% of the budgeted amount of \$80,620,917.

Sales Taxes:

Eighty-eight percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$24,000,000.

Page Two

Licenses & Permits:

Revenues from Licenses & Permits have exceeded the budgeted amount of \$426,700 by \$331,645.

Intergovernmental:

Ninety-eight percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,215,791.

Fees:

Ninety-nine percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,646,591 for the year.

Fines and Forfeitures:

Ninety-four percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,625,000.

Interest:

Revenues from Interest have exceeded the budgeted amount of \$192,600 by \$304,854.

Other Revenues:

Revenues from Other Revenues have exceeded the budgeted amount \$24,000 by \$62.

Expenditures:

Overall for the County's budgeted funds, seventy-seven percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$127,366,337, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,576,247 for the fiscal year ending September 30, 2018.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to be 'PS', with a long horizontal line extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JULY 31, 2018
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Jefferson County, Texas
Consolidated Balance Sheet
For the Month Ending July 31, 2018

	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 64,799,588	15,474,481	2,500,943	527,592	(369,309)	(5,497,487)	\$ 77,435,808
Receivables & Prepaids	6,418,509	71,228	-	158,747	44,741	-	6,693,225
Intergovernmental Receivables	3,638,970	-	-	-	-	-	3,638,970
Due From Other Funds	150,497	-	-	-	-	-	150,497
Inventory	557,847	16,009	-	-	119,277	-	693,133
Other Assets	-	-	-	-	82,431,242	-	82,431,242
Total Assets	\$ <u>75,565,411</u>	\$ <u>15,561,718</u>	\$ <u>2,500,943</u>	\$ <u>686,339</u>	\$ <u>82,225,951</u>	\$ <u>(5,497,487)</u>	\$ <u>171,042,875</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 3,936,035	642,489	-	-	1,417,179	3,583,720	\$ 9,579,423
Intergovernmental Payables	360	-	-	-	127	-	487
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	8,975,629	-	-	143,424	472,048	-	9,591,101
Fund Balance/Equity	<u>62,653,387</u>	<u>14,919,229</u>	<u>2,500,943</u>	<u>542,915</u>	<u>80,336,597</u>	<u>(9,081,207)</u>	<u>151,871,864</u>
Total Liabilities and Fund Balance/Equity	\$ <u>75,565,411</u>	\$ <u>15,561,718</u>	\$ <u>2,500,943</u>	\$ <u>686,339</u>	\$ <u>82,225,951</u>	\$ <u>(5,497,487)</u>	\$ <u>171,042,875</u>

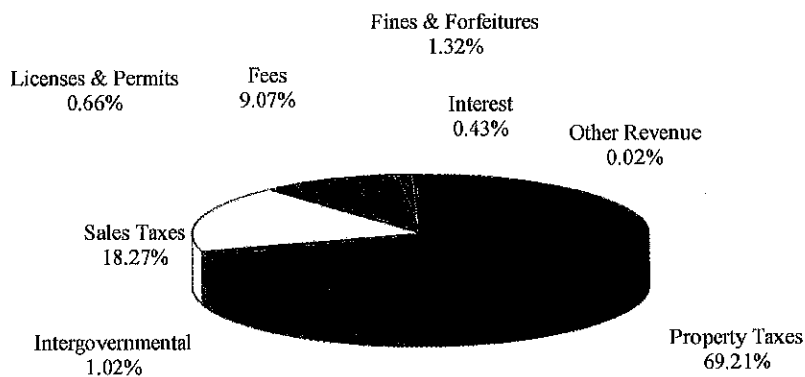
Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending July 31, 2018

	6/30/2018	For the Month Ending July 31, 2018				7/31/2018
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 366,541	\$ 33,568	46,629	\$ -	\$ -	\$ 353,480
Road & Bridge Pct. 1	3,774,752	77,920	130,854	-	-	3,721,818
Road & Bridge Pct. 2	1,318,626	73,232	114,508	-	-	1,277,350
Road & Bridge Pct. 3	997,151	66,833	113,440	-	-	950,544
Road & Bridge Pct. 4	2,817,306	91,514	122,642	-	-	2,786,178
Engineering Fund	346,492	5,448	72,798	-	-	279,142
Parks & Recreation	143,283	6,792	10,971	-	-	139,104
General Fund	52,951,491	3,930,557	7,846,093	(623,021)	-	48,412,934
Mosquito Control Fund	1,314,389	12,188	188,380	-	-	1,138,197
Tobacco Settlement Fund	3,591,165	3,475	-	-	-	3,594,640
Total General Funds	67,621,196	4,301,527	8,646,315	(623,021)	-	62,653,387
Total Special Revenue Funds	15,326,269	1,619,626	2,124,052	97,386	-	14,919,229
Total Capital Project Funds	2,510,420	2,361	11,838	-	-	2,500,943
Total Debt Service Funds	4,784,573	30,471	4,272,129	-	-	542,915
Total Enterprise Funds	80,351,315	310,630	850,983	525,635	-	80,336,597
Total Internal Service Funds	(8,940,665)	1,685,739	1,826,281	-	-	(9,081,207)
Total Balances	\$ 161,653,108	\$ 7,950,354	\$ 17,731,598	\$ -	\$ -	\$ 151,871,864

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending July 31, 2018

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 80,204,958	\$ 80,620,917	\$ 415,959	0.52%
Sales Taxes	21,175,389	24,000,000	2,824,611	11.77%
Licenses & Permits	758,345	426,700	(331,645)	-77.72%
Intergovernmental	1,187,459	1,215,791	28,332	2.33%
Fees	10,508,481	10,646,591	138,110	1.30%
Fines & Forfeitures	1,531,483	1,625,000	93,517	5.75%
Interest	497,454	192,600	(304,854)	-158.28%
Other Revenue	24,062	24,000	(62)	-0.26%
	<u>\$ 115,887,631</u>	<u>\$ 118,751,599</u>	<u>\$ 2,863,968</u>	<u>2.41%</u>

Revenues by Major Category
For The Month Ending July 31, 2018



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending July 31, 2018

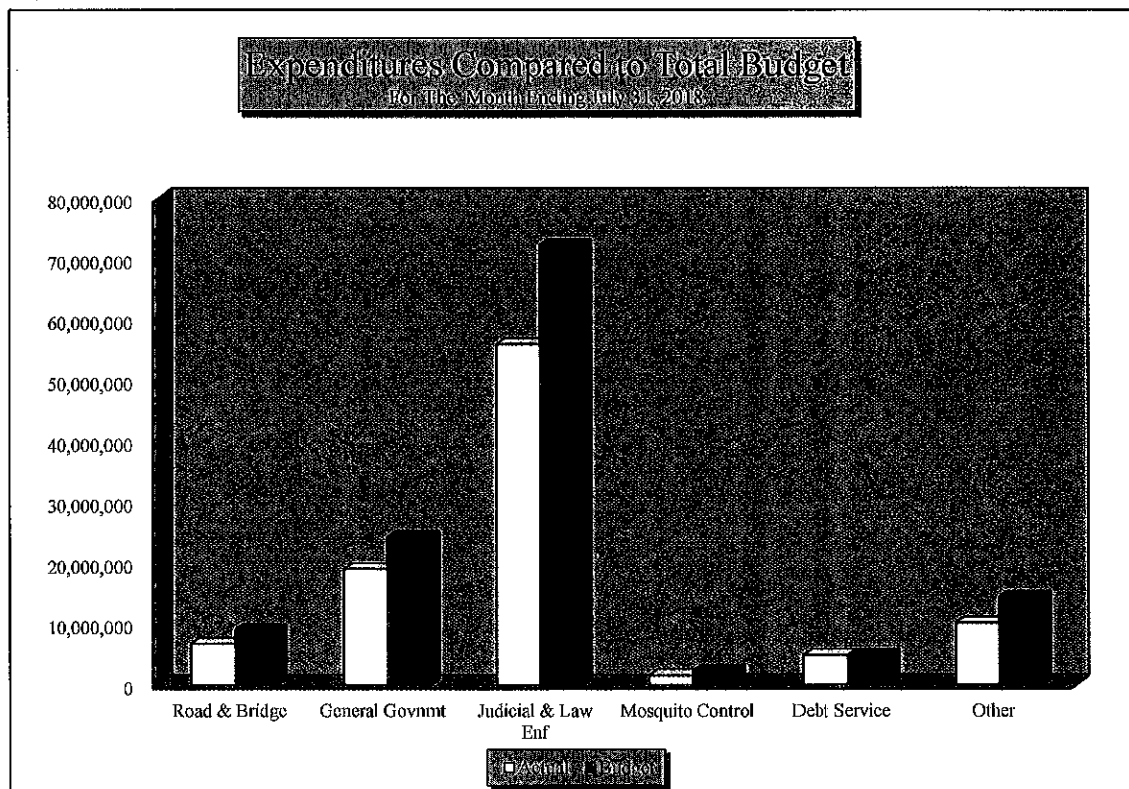
	October 2017									Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	Total	Budget	Balance	
Jury Fund												
Current Taxes	\$ 19,987	\$ 36,757	\$ 73,656	\$ 3,443	\$ 703	\$ 755	617	\$ 687	\$ 136,605	\$ 137,496	\$ 891	
Delinquent Taxes	964	301	(21)	941	299	365	158	298	3,305	3,716	411	
Jury Fees	9,059	3,843	4,922	4,579	4,486	5,074	5,339	5,825	43,127	35,000	(8,127)	
Other Revenue	-	57,494	-	33,932	-	-	85	26,758	118,269	200,000	81,731	
Road & Bridge Pct. 1												
Current Taxes	84,058	154,584	309,765	14,480	2,958	3,176	2,597	2,890	574,508	578,251	3,743	
Delinquent Taxes	1,858	579	(40)	1,813	575	704	304	575	6,368	7,158	790	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	28,765	51,107	-	-	-	632,831	-	712,703	564,960	(147,743)	
Road & Bridge Fees	131,972	36,852	53,052	51,098	58,755	45,908	43,669	50,846	472,152	558,540	86,388	
Sales, Rentals & Services	2,276	-	248	87	111	-	-	-	2,722	-	(2,722)	
Fines and Forfeitures	44,902	19,457	24,050	26,289	30,867	27,983	28,331	23,609	225,488	231,120	5,632	
Road & Bridge Pct. 2												
Current Taxes	79,017	145,314	291,189	13,612	2,781	2,986	2,441	2,716	540,056	543,574	3,518	
Delinquent Taxes	1,702	532	(37)	1,662	527	645	279	527	5,837	6,559	722	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	27,040	48,042	-	-	-	594,881	-	669,963	531,080	(138,883)	
Road & Bridge Fees	124,053	34,642	49,871	48,034	55,232	43,155	41,050	47,796	443,833	525,045	81,212	
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	
Fines and Forfeitures	42,210	18,290	22,608	24,713	29,016	26,305	26,632	22,193	211,967	217,260	5,293	
Road & Bridge Pct. 3												
Current Taxes	72,111	132,613	265,737	12,422	2,538	2,725	2,228	2,479	492,853	496,062	3,209	
Delinquent Taxes	1,554	484	(34)	1,517	481	589	255	481	5,327	5,987	660	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	24,677	43,843	-	-	-	542,884	-	611,404	484,660	(126,744)	
Road & Bridge Fees	113,211	31,614	45,512	43,835	50,404	39,382	37,462	43,619	405,039	479,153	74,114	
Sales, Rentals & Services	-	964	2,057	2,030	-	-	-	-	5,051	-	(5,051)	
Fines and Forfeitures	38,522	16,693	20,633	22,554	26,481	24,008	24,305	20,254	193,450	198,270	4,820	
Road & Bridge Pct. 4												
Current Taxes	92,143	169,453	339,560	15,873	3,243	3,482	2,847	3,168	629,769	633,869	4,100	
Delinquent Taxes	1,985	619	(43)	1,937	614	752	325	614	6,803	7,648	845	
Intergovernmental Revenue	-	-	-	-	-	-	-	4,463	4,463	1,200	(3,263)	
Auto Registration Fees	-	31,532	56,023	-	-	-	693,699	-	781,254	619,300	(161,954)	
Road & Bridge Fees	144,662	40,397	58,155	56,013	64,407	50,324	47,869	55,736	517,563	612,263	94,700	
Sales, Rentals & Services	(2,116)	2,466	8,380	-	1,077	3,000	1,500	1,655	15,962	-	(15,962)	
Fines and Forfeitures	49,219	21,327	26,362	28,817	33,835	30,672	31,054	25,878	247,164	253,350	6,186	
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending July 31, 2018

	October 2017									Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	Total	Budget	Balance	
Engineering Fund												
Current Taxes	\$ 131,364	\$ 241,581	\$ 484,094	\$ 22,630	\$ 4,623	\$ 4,964	4,058	\$ 4,516	\$ 897,830	\$ 903,677	\$ 5,847	
Delinquent Taxes	3,010	938	(65)	2,938	932	1,140	493	932	10,318	11,598	1,280	
Licenses and Permits	400	-	-	-	200	750	-	-	1,350	650	(700)	
Sales, Rentals & Services	-	-	200	-	-	-	-	-	200	500	300	
Parks & Recreation												
Current Taxes	6,798	12,501	25,051	1,171	239	257	210	234	46,461	46,763	302	
Delinquent Taxes	170	53	(4)	166	53	64	28	53	583	655	72	
Sales, Rentals & Services	17,161	4,959	5,140	5,815	4,979	5,989	6,349	6,505	56,897	65,175	8,278	
General Fund												
Current Taxes	11,251,900	20,692,462	41,464,797	(5,801,718)	396,004	425,163	347,603	386,808	69,163,019	69,558,088	395,069	
Delinquent Taxes	248,685	77,543	(5,399)	242,923	76,988	94,243	40,757	76,982	852,722	958,300	105,578	
Sales Taxes	2,481,732	2,754,675	3,209,940	2,387,647	2,414,683	2,848,635	2,440,707	2,637,370	21,175,389	24,000,000	2,824,611	
Other Taxes	38	-	-	-	-	-	18,226	5,798	24,062	24,000	(62)	
Licenses and Permits	104,523	44,994	45,810	36,515	390,411	42,115	40,142	52,485	756,995	426,050	(330,945)	
Intergovernmental Revenue	110,165	178,440	66,092	105,512	310,259	138,594	102,118	53,547	1,064,727	1,014,591	(50,136)	
Fees of Office	967,109	305,887	367,300	326,970	379,043	303,788	383,248	346,796	3,380,141	4,108,265	728,124	
Other Sales, Rentals & Svcs.	889,971	(125,677)	206,302	453,596	258,997	231,300	219,723	256,258	2,390,470	2,062,650	(327,820)	
Fines & Forfeitures	130,462	124,960	49,305	54,190	90,778	6,283	142,298	55,138	653,414	725,000	71,586	
Interest	174,437	21,016	38,994	16,587	45,659	36,572	68,740	59,375	461,380	175,000	(286,380)	
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	
Mosquito Control Fund												
Current Taxes	300,191	552,058	1,106,246	51,713	10,565	11,343	9,274	10,320	2,051,710	2,065,072	13,362	
Delinquent Taxes	6,034	1,881	(131)	5,890	1,868	2,286	989	1,868	20,685	23,252	2,567	
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	
Tobacco Settlement Fund												
Interest	4,771	1,519	1,564	751	2,193	1,850	3,716	3,475	19,839	10,000	(9,839)	
Debt Service												
Current Taxes	686,111	1,261,773	2,528,413	118,194	24,147	25,925	21,196	23,586	4,689,345	4,558,065	(131,280)	
Delinquent Taxes	20,379	6,527	115	19,910	6,370	7,894	3,284	6,375	70,854	75,127	4,273	
Interest	1,663	849	1,977	979	2,878	2,444	4,935	510	16,235	7,600	(8,635)	
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-	
Total	\$ 18,590,423	\$ 27,196,228	\$ 51,390,338	\$ (1,537,940)	\$ 4,791,259	\$ 4,503,589	\$ 6,621,736	\$ 4,331,998	\$ 115,887,631	\$ 118,751,599	\$ 2,863,968	

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 83% of Budget Expended
For The Month Ending July 31, 2018

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 359,392	\$ 650,474	\$ 291,082	44.75%
Road & Bridge Funds	5,962,658	7,838,368	1,875,710	23.93%
Engineering Fund	751,866	1,031,055	279,189	27.08%
Parks & Recreation Fund	69,866	180,731	110,865	61.34%
General Fund:				
General Government	19,143,952	24,431,601	5,287,649	21.64%
Judicial	15,082,336	19,376,092	4,293,756	22.16%
Law Enforcement	40,485,816	52,176,729	11,690,913	22.41%
Education	265,977	424,338	158,361	37.32%
Health & Welfare	5,598,105	8,582,605	2,984,500	34.77%
Maintenance	3,070,505	3,932,605	862,100	21.92%
Other	1,225,496	1,472,201	246,705	16.76%
Mosquito Control Fund	1,576,430	2,260,280	683,850	30.26%
Tobacco Settlement	100,000	100,000	-	-
Debt Service Funds	4,909,223	4,909,258	35	0.00%
	<u>\$ 98,601,622</u>	<u>\$ 127,366,337</u>	<u>\$ 28,764,715</u>	<u>22.58%</u>



Statement of Expenditures - Compared With Budget Allocation

For The Month Ending July 31, 2018

	October 2017									Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 138,897	\$ 22,693	\$ 41,116	\$ 18,208	\$ 49,675	\$ 16,915	\$ 23,172	\$ 46,629	\$ 2,087	\$ 359,392	\$ 650,474	\$ 291,082
Road & Brdg Pct. 1	335,952	186,069	92,933	82,999	168,735	96,104	179,276	130,854	70,082	1,343,004	1,743,419	400,415
Road & Brdg Pct. 2	381,012	352,998	125,132	106,771	138,163	126,547	220,440	114,508	114,241	1,679,812	2,016,500	336,688
Road & Brdg Pct. 3	346,826	204,070	106,767	139,673	121,865	109,629	233,773	113,440	59,381	1,435,424	1,992,224	556,800
Road & Brdg Pct. 4	384,267	117,075	118,895	69,501	130,887	119,813	177,891	122,642	263,447	1,504,418	2,086,225	581,807
Engineering	227,788	66,319	66,192	68,021	72,726	71,442	105,178	72,798	1,402	751,866	1,031,055	279,189
Parks & Recreation	13,103	5,877	5,957	8,319	6,698	3,947	4,124	10,971	10,870	69,866	180,731	110,865
Tax Assessor/Coll.	1,042,424	297,995	299,706	293,666	295,600	284,714	428,990	292,497	7,938	3,243,530	4,015,207	771,677
Human Resources	112,623	32,425	31,722	32,652	37,349	34,829	47,683	34,624	1,555	365,462	446,431	80,969
County Auditor	369,944	93,220	98,540	98,853	96,090	97,928	147,244	104,963	224	1,107,006	1,524,752	417,746
County Clerk	540,523	180,813	169,229	168,280	178,301	170,839	254,675	170,658	61,342	1,894,660	2,364,127	469,467
County Judge	190,513	70,010	57,820	56,990	70,934	61,843	81,745	62,151	259	652,265	921,974	269,709
Risk Management	68,238	19,859	19,566	19,556	20,043	19,628	29,200	19,652	95	215,837	258,592	42,755
County Treasurer	99,336	29,620	29,932	30,020	30,392	29,967	43,322	31,583	-	324,172	395,842	71,670
Printing Department	33,883	8,490	11,221	9,457	13,496	10,687	14,481	10,038	7,938	119,691	173,275	53,584
Purchasing Department	143,176	42,899	45,392	40,902	41,435	40,794	63,545	40,929	11,973	471,045	571,359	100,314
General Services	2,735,606	670,853	1,374,017	777,407	757,809	567,809	621,077	679,274	46,577	8,230,429	10,580,229	2,349,800
MIS	584,857	152,796	139,867	147,034	143,994	167,779	221,808	150,590	16,609	1,725,334	2,180,603	455,269
Voter's Registration	72,687	3,362	8,740	5,348	8,362	6,741	9,914	6,728	3,123	125,005	158,956	33,951
Elections	231,498	42,766	50,357	144,611	43,904	30,200	90,838	27,492	7,850	669,516	840,254	170,738
District Attorney	1,688,120	514,307	485,433	498,552	501,476	498,391	746,925	505,539	13,847	5,452,590	6,894,201	1,441,611
District Clerk	497,368	148,207	147,639	144,795	157,875	152,235	225,544	153,046	8,313	1,635,022	1,956,148	321,126
Criminal Dist. Court	319,600	113,417	103,324	121,776	100,963	112,494	146,155	134,786	1,210	1,153,725	1,530,482	376,757
58th Dist. Court	73,697	21,581	21,397	21,253	21,420	21,572	31,838	21,804	61	234,623	305,645	71,022
60th Dist. Court	77,767	22,878	22,859	22,854	23,210	23,069	33,879	23,491	1,537	251,544	302,717	51,173
136th Dist. Court	81,242	23,128	22,554	21,499	16,488	21,966	34,405	23,050	650	244,982	308,347	63,365
172nd Dist. Court	74,651	21,721	21,650	20,164	20,897	20,912	32,131	21,448	67	233,641	306,186	72,545
252nd Dist. Court	233,119	82,916	79,648	76,010	103,775	102,229	97,709	100,595	2,231	878,232	1,160,612	282,380
279th Dist. Court	95,757	27,904	38,347	32,993	45,459	28,732	38,660	29,662	395	337,909	406,909	69,000
317th Dist. Court	192,039	44,221	56,206	60,879	56,828	67,847	70,880	64,887	297	614,084	808,245	194,161
J.P. Pct. 1 Pl 1	94,388	28,328	27,721	28,230	29,112	28,486	42,452	28,396	-	307,113	382,394	75,281
J.P. Pct. 1 Pl 2	93,684	25,121	24,763	24,639	26,896	26,217	38,717	26,634	697	287,368	381,038	93,670
J.P. Pct. 2	75,897	23,418	22,376	23,339	21,363	21,348	30,789	23,331	591	242,452	354,110	111,658
J.P. Pct. 4	91,079	27,367	27,796	27,201	27,813	27,192	41,302	27,703	137	297,590	375,490	77,900
J.P. Pct. 6	93,172	27,068	27,457	27,220	27,275	32,511	41,191	27,392	-	303,286	389,111	85,825
J.P. Pct. 7	89,627	25,925	25,834	25,411	25,007	25,519	42,490	27,802	-	287,615	379,034	91,419
J.P. Pct. 8	88,785	25,907	25,694	27,205	26,460	26,124	37,529	25,732	314	283,750	372,025	88,275
Cnty. Court at Law 1	123,338	36,583	36,612	36,457	37,125	37,270	54,600	36,561	-	398,546	486,260	87,714
Cnty. Court at Law 2	150,764	43,711	43,004	44,980	39,860	43,672	62,240	44,195	2,411	474,837	631,471	156,634
Cnty. Court at Law 3	183,404	54,479	54,771	53,318	54,319	54,585	80,769	55,627	110	591,382	736,035	144,653
Court Master	137,834	47,020	37,026	29,098	29,012	28,948	43,658	33,323	-	385,919	643,372	257,453

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending July 31, 2018

	October 2017									Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July	Encumbrances	Total	Budget	Balance
Dispute Resolution	\$ 55,654	\$ 20,161	\$ 15,489	\$ 16,823	\$ 15,615	\$ 16,446	\$ 24,429	\$ 15,713	\$ 5,796	\$ 186,126	\$ 266,260	\$ 80,134
Alternative School	107,722	31,490	31,490	31,980	31,490	31,498	46,119	31,498	-	343,287	413,246	69,959
Comm. Supervision	995	435	435	6,280	6,358	358	358	358	-	15,577	19,082	3,505
Sheriff's Dept.	3,515,913	1,029,840	994,051	988,554	997,554	959,581	1,409,126	1,005,199	23,591	10,923,409	13,887,696	2,964,287
Crime Lab	293,571	82,078	91,954	99,171	94,401	94,614	162,064	107,891	26,375	1,052,119	1,434,162	382,043
Jail	6,391,809	2,589,434	1,745,557	2,257,506	2,002,776	2,048,047	2,695,980	2,166,415	440,101	22,337,625	28,470,933	6,133,308
Juvenile Probation	326,561	100,220	99,410	95,098	99,108	101,917	155,970	102,184	2,792	1,083,260	1,651,152	567,892
Juvenile Detention	467,989	145,578	143,526	151,742	146,198	139,061	193,749	142,514	52,864	1,583,221	2,169,233	586,012
Constable Pct. 1	191,028	53,566	53,680	63,092	58,105	56,444	80,724	55,429	2,033	614,101	779,226	165,125
Constable Pct. 2	115,680	33,607	33,789	33,874	34,281	34,286	50,088	34,905	442	370,952	526,423	155,471
Constable Pct. 4	116,425	31,794	31,918	31,998	35,070	64,373	48,255	33,567	612	394,012	497,948	103,936
Constable Pct. 6	142,472	39,574	38,829	39,264	39,989	41,392	57,704	40,817	3,399	443,440	602,602	159,162
Constable Pct. 7	109,980	32,947	33,060	33,980	33,415	34,991	48,834	32,410	95	359,712	448,389	88,677
Constable Pct. 8	115,592	33,943	33,868	33,854	34,344	33,971	50,382	34,921	1,598	372,473	491,637	119,164
County Morgue	118,531	66,718	98,900	38,450	73,170	64,204	58,770	73,753	132	592,628	785,000	192,372
Agriculture Ext.	83,711	23,386	22,362	23,740	23,873	25,979	36,603	24,605	1,718	265,977	424,338	158,361
Public Health # 1	304,659	85,920	87,917	84,988	95,154	94,540	131,718	97,138	1,643	983,677	1,290,638	306,961
Public Health # 2	296,468	82,680	85,260	86,698	95,571	94,100	119,991	90,998	3,560	955,326	1,282,065	326,739
Nurse Practitioner	78,169	25,953	24,546	21,537	24,540	22,404	31,879	26,115	11,503	266,646	316,395	49,749
Child Welfare	32,593	1,898	3,756	1,288	20,913	5,343	9,534	7,529	-	82,854	120,000	37,146
Env. Control	96,650	48,194	29,205	28,890	30,387	29,259	43,266	29,553	-	335,404	422,187	86,783
Ind. Medical Svcs.	224,935	1,887,837	81,176	98,239	64,926	125,195	96,092	119,753	85,342	2,783,495	4,907,433	2,123,938
Emergency Mgmt.	59,913	17,459	17,456	17,599	17,450	17,599	26,130	17,097	-	190,703	243,887	53,184
Beaumont Maintenance	432,752	214,979	202,439	232,556	331,476	255,414	158,666	300,190	216,360	2,344,832	2,965,471	620,639
Port Arthur Maint.	166,151	49,430	46,784	48,548	56,422	48,368	71,116	58,938	24,603	570,360	742,916	172,556
Mid-County Maint.	40,055	15,153	16,102	13,741	15,613	13,297	15,739	11,657	13,956	155,313	224,218	68,905
Service Center	218,620	79,230	90,993	77,784	88,512	103,032	89,070	94,819	129,122	971,182	1,085,377	114,195
Veteran Service	78,647	23,353	23,552	23,066	24,080	23,304	34,328	23,944	40	254,314	306,653	52,339
Mosquito Control	415,901	82,120	299,774	86,304	104,440	114,569	162,469	188,380	122,473	1,576,430	2,260,280	683,850
Tobacco Settlement	100,000	-	-	-	-	-	-	-	-	100,000	100,000	-
Debt Service Funds	500	636,094	-	-	-	-	500	4,272,129	-	4,909,223	4,909,258	35
Contingency	-	-	-	-	-	-	-	-	-	-	80,171	80,171
Total	\$ 27,308,131	\$ 11,550,487	\$ 8,722,490	\$ 8,452,785	\$ 8,514,322	\$ 8,163,060	\$ 11,081,892	\$ 12,918,444	\$ 1,890,011	\$ 98,601,622	\$ 127,366,337	\$ 28,764,715

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending July 31, 2018

Issue	Beginning Amount Outstanding	2017-2018 Requirements				2017-2018 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 31,105,000	\$ 3,365,000	\$ 1,258,950	\$ 2,500	\$ 4,626,450	\$ 3,365,000	\$ 1,258,950	\$ 2,465	\$ 4,626,415	\$ 27,740,000
2013 Refunding Bonds	275,000	275,000	5,308	2,500	282,808	275,000	5,308	2,500	282,808	-
	<u>\$ 31,380,000</u>	<u>\$ 3,640,000</u>	<u>\$ 1,264,258</u>	<u>\$ 5,000</u>	<u>\$ 4,909,258</u>	<u>\$ 3,640,000</u>	<u>\$ 1,264,258</u>	<u>\$ 4,965</u>	<u>\$ 4,909,223</u>	<u>\$ 27,740,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending July 31, 2018

	<u>Fund</u>	<u>Transfers In</u>	<u>Transfers Out</u>
120	General Fund	-	1,811,779 (a)
120	General Fund	-	321,333 (b)
231	Women's Center	10,657 (a)	
233	Mentally Impaired Offenders	893 (a)	
237	Community corrections Program	-	32,995 (a)
239	Drug Diversion Program	21,445 (a)	
241	Sheriff Department Grants	4,398 (b)	-
245	Crime Victim's Clearing	179,743 (b)	-
248	Crime Victim's Clearing	757 (b)	-
257	Auto Theft Grant	24,061 (b)	-
265	Check Water & Sewer Phase 5	6,900 (b)	-
282	VAWA Fund	49,627 (b)	-
550	SETEC Fund	1,802,338 (a)	-
741	Sheriff Forfeiture Fund	-	5,859 (b)
865	Marine Division	-	11,889 (b)
881	2016 Port Security Grant	65,288 (b)	-
882	2017 Port Security Grant	17,748 (b)	-
		<u>\$2,183,855</u>	<u>\$2,183,855</u>

(a) Budgeted Transfer

(b) Grant Match

PGM: GMCOMMV2	DATE 08-20-2018	PAGE: 1 129
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	250.50	449696
DAWN DONUTS	91.00	449811
		341.50**
ROAD & BRIDGE PCT.#1		
AUDILET TRACTOR SALES	93.85	449626
ENTERGY	887.35	449648
LOUIS' YAZOO SALES & SERVICE, LLC	13.90	449660
TRIANGLE CLUTCH REBLDRS.	210.00	449695
SOUTHERN TIRE MART, LLC	1,675.89	449705
HLAVINKA EQUIPMENT COMPANY	78.60	449751
INDUSTRIAL & COMMERCIAL MECHANICAL	4,400.00	449782
MARTIN MARIETTA MATERIALS	1,495.68	449809
REPUBLIC SERVICES	76.05	449810
		8,931.32**
ROAD & BRIDGE PCT.#2		
SPIDLE & SPIDLE	3,660.60	449623
MUNRO'S	20.00	449666
AT&T	98.28	449683
PATHMARK TRAFFICE PRODUCTS OF TEXAS	630.20	449730
BUMPER TO BUMPER	181.97	449734
REPUBLIC SERVICES	122.69	449810
GULF COAST	1,071.72	449818
		5,785.46**
ROAD & BRIDGE PCT. # 3		
CITY OF PORT ARTHUR - WATER DEPT.	39.10	449636
FARM & HOME SUPPLY	2.48	449642
LOUIS' YAZOO SALES & SERVICE, LLC	1,749.75	449660
SEABREEZE CULVERT, INC.	1,278.00	449679
TIME WARNER COMMUNICATIONS	92.31	449685
STRATTON INC.	24.39	449701
HOWARD'S AUTO SUPPLY	387.86	449709
WALMART COMMUNITY BRC	149.00	449715
WESTEND HARDWARD CO	183.68	449722
MARTIN PRODUCT SALES LLC	135.00	449744
BILL WILLIAMS	200.00	449749
PARKER LUMBER	584.82	449767
REPUBLIC SERVICES	45.00	449810
GULF COAST	2,010.76	449818
		6,882.15**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	448.20	449621
BEAUMONT TRACTOR COMPANY	348.49	449630
INTERSTATE BATTERIES OF BEAUMONT/PA	149.97	449650
M&D SUPPLY	62.40	449662
SCOOTER'S LAWNMOWERS	7.17	449678
SMART'S TRUCK & TRAILER, INC.	10.01	449681
SOUTHEAST TEXAS WATER	90.65	449682
AT&T	78.70	449683
CDW COMPUTER CENTERS, INC.	94.99	449710
4IMPRINT, INC.	629.53	449721
INTERSTATE ALL BATTERY CENTER - BMT	293.90	449763
ASCO	3,247.73	449787
SUBURBAN PROPANE L.P.	646.96	449791
SOUTHEAST TEXAS PARTS AND EQUIPMENT	305.23	449794
A-1 MAIDA FENCE COMPANY	110.00	449806
REPUBLIC SERVICES	259.89	449810
TRINITY VALLEY TRACTORS INC	150.61	449816
		6,934.43**
ENGINEERING FUND		
UNITED STATES POSTAL SERVICE	.41	449717
		.41**
PARKS & RECREATION		
ENTERGY	1,758.42	449648
SANITARY SUPPLY, INC.	187.25	449676
MATHESON TRI-GAS	416.07	449697

PGM: GMCOMMV2	DATE 08-20-2018	AMOUNT	CHECK NO.	PAGE: 2 130 TOTAL
WALMART COMMUNITY BRC		62.46	449715	
PARKER LUMBER		863.68	449767	
NORTHERN TOOL AND EQUIPMENT		889.84	449777	
GENERAL FUND				4,177.72**
TAX OFFICE				
OFFICE DEPOT		212.54	449668	
PITNEY BOWES, INC.		209.79	449672	
UNITED STATES POSTAL SERVICE		418.88	449717	841.21*
COUNTY HUMAN RESOURCES				
UNITED STATES POSTAL SERVICE		16.60	449717	16.60*
AUDITOR'S OFFICE				
CDW COMPUTER CENTERS, INC.		113.99	449710	
UNITED STATES POSTAL SERVICE		12.43	449717	126.42*
COUNTY CLERK				
UNITED STATES POSTAL SERVICE		209.13	449717	
SHI GOVERNMENT SOLUTIONS, INC.		326.62	449720	
WINDWARD GROUP LLC		293.84	449760	
THOMSON REUTERS-WEST		142.00	449788	
ENGINEERING INNOVATION		191.95	449817	1,163.54*
COUNTY JUDGE				
JEFFERSON CTY. BAR ASSOCIATION		175.00	449654	
CDW COMPUTER CENTERS, INC.		253.20	449710	
UNITED STATES POSTAL SERVICE		73.40	449717	
J.T. HAYNES		500.00	449743	
DUSTIN R. GALMOR		500.00	449774	
ANDREW P GERTZ		500.00	449808	
JAN GIROUARD & ASSOCIATES LLC		200.00	449812	2,201.60*
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE		3.12	449717	3.12*
COUNTY TREASURER				
UNITED STATES POSTAL SERVICE		122.34	449717	122.34*
PRINTING DEPARTMENT				
M&D SUPPLY		79.99	449662	
OLMSTED-KIRK PAPER		112.98	449669	192.97*
PURCHASING DEPARTMENT				
PORT ARTHUR NEWS, INC.		625.65	449673	
UNITED STATES POSTAL SERVICE		159.65	449717	785.30*
GENERAL SERVICES				
B&L MAIL PRESORT SERVICE		1,297.42	449628	
CASH ADVANCE ACCOUNT		65.00	449656	
OLMSTED-KIRK PAPER		1,369.00	449669	
TIME WARNER COMMUNICATIONS		231.28	449687	
TEXAS WILDLIFE DAMAGE MGMT FUND		2,700.00	449691	
ADVANCED STAFFING		97.50	449706	5,760.20*
DATA PROCESSING				
OFFICE DEPOT		61.07	449668	61.07*
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE		191.02	449717	

PGM: GMCOMMV2	DATE 08-20-2018		PAGE: 3
NAME	AMOUNT	CHECK NO.	TOTAL 131
AMG PRINTING & MAILING LLC	2,001.15	449823	2,192.17*
ELECTIONS DEPARTMENT			
FED EX	51.35	449643	51.35*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL	2,048.80	449635	
OFFICE DEPOT	3,148.56	449668	
OLMSTED-KIRK PAPER	87.80	449669	
TDCAA BOOK ORDERS	78.00	449684	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	449692	
BRANDI SEWELL	104.40	449707	
CDW COMPUTER CENTERS, INC.	979.18	449710	
UNITED STATES POSTAL SERVICE	300.19	449717	
CHRISTOPHER CADENA	1,499.12	449738	
MCM ELEGANTE HOTEL	427.80	449742	
SUMMER TANNER	367.20	449746	
SCANSTAT TECHNOLOGIES	93.34	449768	
THOMSON REUTERS-WEST	2,939.96	449789	
TRANSUNION RISK AND ALTERNATIVE	111.50	449802	
HIGGINBOTHAM INSURANCE AGENCY INC	284.00	449803	
LAUREN KEMP	193.40	449826	
TROY ROBINSON	1,162.25	449831	14,175.50*
DISTRICT CLERK			
TRI-CITY COFFEE SERVICE	341.05	449696	
UNITED STATES POSTAL SERVICE	351.56	449717	
JEFFERSON COUNTY CREDIT CARDS	299.97	449770	
AERIALINK INC	173.11	449815	1,165.69*
CRIMINAL DISTRICT COURT			
WENDELL RADFORD	2,320.00	449675	
UNITED STATES POSTAL SERVICE	2.26	449717	2,322.26*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.22	449717	1.22*
172ND DISTRICT COURT			
TEXAS COURT REPORTERS ASSOCIATION	595.00	449693	595.00*
252ND DISTRICT COURT			
CRISTY SMITH	305.55	449634	
JEFFERSON CTY. BAR ASSOCIATION	125.00	449654	
UNITED STATES POSTAL SERVICE	23.10	449717	
SUMMER TANNER	33.95	449746	
KIMBERLY R. BROUSSARD	174.42	449761	
M.K. HAMZA, PHD, P.A.	1,200.00	449784	
SAMUEL & SON LAW FIRM PLLC	8,750.00	449800	10,612.02*
279TH DISTRICT COURT			
PHILLIP DOWDEN	500.00	449625	
JEFFERSON CTY. BAR ASSOCIATION	125.00	449654	
ANITA F. PROVO	165.00	449674	
P DEAN BRINKLEY	150.00	449769	940.00*
317TH DISTRICT COURT			
THOMAS J. BURBANK PC	325.00	449633	
JEFFERSON CTY. BAR ASSOCIATION	175.00	449654	
ANITA F. PROVO	700.00	449674	
WENDELL RADFORD	500.00	449675	
KEVIN S. LAINE	185.00	449708	
LANGSTON ADAMS	150.00	449727	
JUDY PAASCH	2,393.61	449735	
TONYA CONNELL TOUPS	100.00	449754	

PGM: GMCOMMV2	DATE 08-20-2018	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
MATUSKA LAW FIRM	825.00	449796
MELANIE AIREY	150.00	449804
THE DAWS LAW FIRM PLLC	500.00	449821
		6,003.61*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	50.37	449717
		50.37*
JUSTICE COURT-PCT 1 PL 2		
CASH ADVANCE ACCOUNT	773.39	449656
UNITED STATES POSTAL SERVICE	463.42	449717
		1,236.81*
JUSTICE COURT-PCT 4		
AT&T	78.70	449683
		78.70*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	41.65	449717
		41.65*
JUSTICE OF PEACE PCT. 8		
OFFICE DEPOT	313.63	449668
		313.63*
COUNTY COURT AT LAW NO.1		
TAMARA DEROUEN	445.00	449704
		445.00*
COUNTY COURT AT LAW NO. 2		
DAVID W BARLOW	550.00	449629
THOMAS J. BURBANK PC	250.00	449633
BRUCE W. COBB	250.00	449639
EDWARD B. GRIPON, M.D., P.A.	595.00	449646
UNITED STATES POSTAL SERVICE	8.75	449717
LANGSTON ADAMS	350.00	449727
ANTOINE FREEMAN	350.00	449755
TURK LAW FIRM	250.00	449785
		2,603.75*
COUNTY COURT AT LAW NO. 3		
CHARLES ROJAS	300.00	449711
UNITED STATES POSTAL SERVICE	6.94	449717
THOMAS WILLIAM KELLEY	250.00	449814
		556.94*
COURT MASTER		
TEXAS STATE DIRECTORY	125.00	449694
UNITED STATES POSTAL SERVICE	4.16	449717
		129.16*
MEDIATION CENTER		
UNITED STATES POSTAL SERVICE	2.86	449717
		2.86*
SHERIFF'S DEPARTMENT		
CITY OF NEDERLAND	34.91	449638
JEFFERSON CTY. SHERIFF'S DEPARTMENT	230.00	449653
OFFICE DEPOT	892.27	449668
AT&T	131.04	449683
VERIZON WIRELESS	3,191.16	449712
UNITED STATES POSTAL SERVICE	1,317.63	449717
UNITED STATES POSTAL SERVICE	306.25	449718
BEAUMONT OCCUPATIONAL SERVICE, INC.	197.70	449723
FIVE STAR FEED	458.86	449731
CREATIVE PRODUCT SOURCING	1,411.00	449750
LEADSONLINE	5,508.00	449752
SATCOM DIRECT COMMUNICATIONS INC	780.00	449762
COBAN TECHNOLOGIES INC	1,191.80	449775
SILSBEE FORD INC	134.10	449793
TRANSUNION RISK AND ALTERNATIVE	475.00	449802
REPUBLIC SERVICES	45.00	449810

PGM: GMCOMMV2	DATE 08-20-2018	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
VECTOR SECURITY	111.00	449822
CRIME LABORATORY		16,415.72*
SIGMA-ALDRICH, INC.	160.75	449620
FISHER SCIENTIFIC	210.00	449644
CASH ADVANCE ACCOUNT	793.26	449656
OFFICE DEPOT	1,560.02	449668
HENRY SCHEIN, INC.	128.65	449677
SOUTHEAST TEXAS WATER	79.90	449682
ULINE SHIPPING SUPPLY SPECIALI	284.88	449698
MIRELES TECHNOLOGIES, INC.	750.00	449724
AIRGAS SOUTHWEST	1,113.95	449759
CAYMAN CHEMICAL COMPANY	61.00	449765
IMADA INC	214.18	449766
RDB SERVICES	500.00	449780
ASCLD/LAB	13,350.00	449819
VECTOR SECURITY	156.00	449822
STERICYCLE, INC	35.00	449830
		19,397.59*
JAIL - NO. 2		
AVIALL	638.88	449627
JACK BROOKS REGIONAL AIRPORT	1,806.80	449655
AT&T	1,396.89	449683
TEXAS GAS SERVICE	281.91	449729
INTERCONTINENTAL JET CORP	260.00	449736
WORLD FUEL SERVICES	1,471.55	449764
KROPP HOLDINGS INC	252.52	449792
REPUBLIC SERVICES	3,114.18	449810
CORRHEALTH LLC	78,900.85	449827
		88,123.58*
JUVENILE PROBATION DEPT.		
EDWARD B. GRIPON, M.D., P.A.	450.00	449646
UNITED STATES POSTAL SERVICE	13.03	449717
LATRICIA COLEMAN	287.22	449725
EDWIN JAY FRANK	175.49	449828
CHAD AVY ADVERTISING & DESIGN	950.00	449832
		1,875.74*
JUVENILE DETENTION HOME		
FLOWERS FOODS	55.44	449733
AI FILTER SERVICE COMPANY	183.79	449778
REPUBLIC SERVICES	704.70	449810
STERICYCLE, INC	105.00	449830
		1,048.93*
CONSTABLE PCT 1		
KIRKSEY'S SPRINT PRINTING	63.90	449659
OFFICE DEPOT	44.99	449668
UNITED STATES POSTAL SERVICE	42.84	449717
		151.73*
CONSTABLE-PCT 4		
AT&T	39.35	449683
DISH NETWORK	59.50	449747
		98.85*
CONSTABLE-PCT 6		
UNITED STATES POSTAL SERVICE	12.31	449717
TND WORKWEAR CO LLC	278.00	449820
		290.31*
CONSTABLE PCT. 8		
10-32 SUPPLY	286.00	449703
		286.00*
AGRICULTURE EXTENSION SVC		
OFFICE DEPOT	108.22	449668
		108.22*
HEALTH AND WELFARE NO. 1		

PGM: GMCOMMV2	DATE 08-20-2018	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
PETTY CASH - N C WELFARE	70.00	449670
AUSTIN CECIL WALKES MD PA	2,932.58	449699
UNITED STATES POSTAL SERVICE	38.61	449717
STERICYCLE, INC	140.00	449830
HEALTH AND WELFARE NO. 2		3,181.19*
BROUSSARD'S MORTUARY	1,500.00	449632
CITY OF PORT ARTHUR - WATER DEPT.	40.00	449637
ENTERGY	70.00	449649
AUSTIN CECIL WALKES MD PA	2,932.58	449699
HEB CREDIT RECEIVABLES DEPT 308	8.80	449757
STERICYCLE, INC	35.00	449830
NURSE PRACTITIONER		4,586.38*
STERICYCLE, INC	70.00	449830
CHILD WELFARE UNIT		70.00*
FATIMA ZAVALA	20.00	449797
TYRE A WELLS	20.00	449798
INDIGENT MEDICAL SERVICES		40.00*
KING'S PHARMACY	532.84	449624
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	449756
KING'S PHARMACY BEAUMONT	133.67	449779
CARDINAL HEALTH 110 INC	14,340.08	449790
MAINTENANCE-BEAUMONT		18,779.59*
AAA LOCK & SAFE	125.00	449619
LOUIS AND COMPANY	417.22	449622
COBURN'S, BEAUMONT BOWIE (1)	916.48	449640
CONSOLIDATED ELECTRICAL DIST INC.	75.00	449641
M&D SUPPLY	15.46	449662
SANITARY SUPPLY, INC.	1,425.41	449676
BAKER DISTRIBUTING COMPANY	891.00	449732
CENTERPOINT ENERGY RESOURCES CORP	43.68	449737
A1 FILTER SERVICE COMPANY	732.70	449778
FRED MILLER'S OUTDOOR EQUIPMENT LLC	201.99	449805
REPUBLIC SERVICES	2,159.20	449810
CINTAS CORPORATION	39.85	449813
ADVANTAGE INTEREST INC	1,654.00	449824
MAINTENANCE-PORT ARTHUR		8,696.99*
ENTERGY	6,463.79	449648
TIME WARNER COMMUNICATIONS	76.80	449686
TIME WARNER COMMUNICATIONS	410.91	449689
MAINTENANCE-MID COUNTY		6,951.50*
ACE IMAGEWEAR	32.41	449680
W. JEFFERSON COUNTY M.W.D.	27.14	449700
REPUBLIC SERVICES	92.10	449810
SERVICE CENTER		151.65*
SPIDLE & SPIDLE	9,485.61	449623
J.K. CHEVROLET CO.	281.81	449652
KINSEL FORD, INC.	8.12	449658
M&D SUPPLY	18.43	449662
MUNRO'S	39.70	449666
PHILPOTT MOTORS, INC.	80.36	449671
AT&T	65.52	449683
FIRST CALL	303.72	449726
BUMPER TO BUMPER	1,092.34	449734
MIGHTY OF SOUTHEAST TEXAS	32.52	449776
EASTEX PRESSURE WASHERS	198.00	449781
ADVANCE AUTO PARTS	214.86	449786
SOUTHEAST TEXAS PARTS AND EQUIPMENT	360.12	449794

PGM: GMCOMMV2	DATE 08-20-2018	PAGE: 7 135 TOTAL
NAME	AMOUNT	CHECK NO.
REPUBLIC SERVICES	122.69	449810
MYERS AUTOMOTIVE REPAIR SPECIALIST	3,082.90	449829
VETERANS SERVICE		15,386.70*
HILARY GUEST	200.34	449728
MOSQUITO CONTROL FUND		200.34*
		240,633.07**
MUNRO'S	47.45	449666
REPUBLIC SERVICES	122.69	449810
FEMA EMERGENCY		170.14**
UNITED RENTALS	1,100.80	449741
AERIAL ACCESS EQUIPMENT	3,920.00	449745
SECURITY FEE FUND		5,020.80**
SMITHS DETECTION	2,598.28	449783
LAW LIBRARY FUND		2,598.28**
THOMSON REUTERS-WEST	301.07	449788
EMPG GRANT		301.07**
VERIZON WIRELESS	265.93	449713
THREADS	288.00	449714
JUVENILE PROB & DET. FUND		553.93**
VERIZON WIRELESS	26.04	449712
GRANT A STATE AID		26.04**
GULF COAST TRADES CENTER	3,193.93	449647
CORNELL CORRECTIONS OF TEXAS	4,546.87	449795
COMMUNITY SUPERVISION FND		7,740.80**
CASH ADVANCE ACCOUNT	2,482.50	449656
TIME WARNER COMMUNICATIONS	166.21	449688
UNITED STATES POSTAL SERVICE	84.16	449717
REDWOOD TOXICOLOGY LABORATORY	152.45	449748
JCCSC	300.00	449773
STERICYCLE, INC	315.00	449830
JEFF. CO. WOMEN'S CENTER		3,500.32**
BELL'S LAUNDRY	1,254.11	449631
LUBE SHOP	7.00	449661
MARKET BASKET	31.24	449663
KIM MCKINNEY, LPC, LMFT	75.00	449664
PETTY CASH - RESTITUTION I	117.44	449702
REPUBLIC SERVICES	150.26	449810
STERICYCLE, INC	35.00	449830
MENTALLY IMPAIRED OFFEND.		1,670.05**
CDW COMPUTER CENTERS, INC.	51.14	449710
DRUG DIVERSION PROGRAM		51.14**
OFFICE DEPOT	820.04	449668
LAW OFFICER TRAINING GRT		820.04**
TEXAS COMMISSION ON LAW ENFORCEMENT	750.00	449758
DRUG INTERVENTION COURT		750.00**

PGM: GMCOMMV2	DATE 08-20-2018		PAGE: 8
NAME	AMOUNT	CHECK NO.	TOTAL
INTOXIMETERS, INC.	266.50	449651	266.50**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	.00	449710	
UNITED STATES POSTAL SERVICE	8.72	449717	8.72**
DARE CONTRIBUTIONS FUND			
CREATIVE PRODUCT SOURCING	6,857.20	449750	6,857.20**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,069.60	449656	
CASH ADVANCE ACCOUNT	5.01	449657	1,074.61**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	37.41	449666	
SANITARY SUPPLY, INC.	316.80	449676	
UNITED STATES POSTAL SERVICE	10.15	449717	
DISH NETWORK	118.51	449747	
REPUBLIC SERVICES	122.69	449810	605.56**
AIRPORT FUND			
MID-COUNTY ALTERNATOR	125.00	449665	
AT&T	625.01	449683	
TIME WARNER COMMUNICATIONS	100.25	449690	
UNITED STATES POSTAL SERVICE	4.56	449717	
DISH NETWORK	100.51	449747	
INDUSTRIAL & COMMERCIAL MECHANICAL	998.94	449782	
EASTERN AVIATION FUELS INC	20,878.26	449799	
REPUBLIC SERVICES	368.07	449810	23,200.60**
AIRPORT IMPROVE. GRANTS			
TOLUNAY-WONG ENGINEERS INC	2,167.00	449771	
ARCENEUX WILSON & COLE LLC	10,686.00	449801	12,853.00**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	135,092.31	449772	
EXPRESS SCRIPTS INC	57,241.75	449825	192,334.06**
SETEC FUND			
REPUBLIC SERVICES	1,205.21	449810	1,205.21**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	1,278.03	449739	
TRISTAR RISK MANAGEMENT	17,919.86	449740	19,197.89**
SHERIFF'S FORFEITURE FUND			
GT DISTRIBUTORS, INC.	367.36	449645	
CASH ADVANCE ACCOUNT	3,967.48	449656	
VERIZON WIRELESS	75.98	449712	
COBAN TECHNOLOGIES INC	312.00	449775	
SILSBEE FORD INC	2,390.00	449793	
GALLS LLC	384.00	449807	7,496.82**
MARINE DIVISION			
ENTERGY	570.59	449648	
JACK BROOKS REGIONAL AIRPORT	1,217.02	449655	
AT&T	85.04	449683	
SIERRA SPRING WATER CO. - BT	87.70	449719	
THE DINGO GROUP-PETE JORGENSEN MARI	1,255.29	449753	3,215.64**
SHERIFF - COMMISSARY			
WALMART COMMUNITY BRC	122.03	449715	122.03**
			565,326.51***

**Jefferson County Clerk
Proposed Records Archive Plan
For Fiscal Year 2018-2019**

In accordance with Local Government Code Sec. 118.025, the Jefferson County Clerk, Carolyn L. Guidry, proposes the following expenditures be made from funds collected under this section by imposition of a "Records Archive" fee which was adopted by the Jefferson County Commissioners' Court on August 4, 2003 and which was effective September 1, 2003:

Contractual Preservation Project <i>(Preservation, Restoration, and Imaging of Records created before 1990 – Outsource via RFP specs</i>	\$ 175,000.00
Stationery & Office Supplies <i>(Microfilm Supplies, Barcode labels, Scanner consumables, and other supplies used in the Preservation and Restoration of Records filed before 1990)</i>	\$ 6,000.00
Salaries- 1 Deputy County Clerks <i>(New position for full time deputy clerk /Education Pay for Deputies working on the Preservation and Restoration of the County Clerk's Records Archive)</i>	\$ 48,763
Extra Help <i>(Salaries for temporary/part-time extra help to work on the Preservation and Restoration of the County Clerk's Records Archive)</i>	\$ 30,000.00
Fringe Benefits	\$ 36,048
Total Proposed Expenditures	\$ 297,004

AMENDED ORDER OF GENERAL ELECTION
(ORDEN MODIFICADA DE ELECCION GENERAL)

An election is hereby ordered to be held on November 6, 2018, in Jefferson County, Texas, for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution:

(Por la presente se ordena que se lleve a cabo una elección el día 6th de Noviembre, 2018, en el Condado de Jefferson, Texas, con el propósito de elegir los siguientes officials del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas:)

(List Offices) (Enúmere los puestos officials)

59 190 199 215" data-label="Text">

County Judge
(Juez del Condado)

59 227 365 253" data-label="Text">

Judge, County Court at Law No. 1,
(Juez, Corte de Ley del Condado Núm. 1,)

59 265 361 291" data-label="Text">

Judge, County Court at Law No. 2,
(Juez, Corte de Ley del Condado Núm. 2)

59 302 365 328" data-label="Text">

Judge, County Court at Law No. 3,
(Juez, Corte de Ley del Condado Núm. 3,)

59 340 240 366" data-label="Text">

County Clerk
(Secretario del Condado)

59 377 231 403" data-label="Text">

County Treasurer
(Tesorero del Condado)

59 415 390 441" data-label="Text">

County Commissioner, Precinct No. 2
(Comisionado del Condado, Precinto Núm. 2)

59 452 390 479" data-label="Text">

County Commissioner, Precinct No. 4
(Comisionado del Condado, Precinto Núm. 4)

59 490 374 516" data-label="Text">

Justice of the Peace, Precinct No. 1, Place 2
(Juez de Paz, Precinto Núm. 1, Lugar 2)

Justice of the Peace, Precinct No. 2
(Juez de Paz, Precinto Núm. 2)

Justice of the Peace, Precinct No. 4
(Juez de Paz, Precinto Núm. 4)

Justice of the Peace, Precinct No. 6
(Juez de Paz, Precinto Núm. 6)

Justice of the Peace, Precinct No. 7
(Juez de Paz, Precinto Núm. 7)

Justice of the Peace, Precinct No. 8
(Juez de Paz, Precinto Núm. 8)

Constable, Precinct No. 1, Unexpired Term
(Condestable, Precinto Núm. 1, Duración Restante del Cargo)

Location of Election Day Polling Places (Ubicación de las casillas electorales el Día de Elección)

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall**	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church**	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 W. Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur YMCA	6760 9th Ave	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary	3245 36 th St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire-Fannett High School	12702 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705

**Location Change (el cambio de ubicación)

***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
November 6, 2018, GENERAL AND JOINT ELECTIONS
(Aviso de locales y horario para elecciones adelantadas de Noviembre 6, 2018
Elecciones Generales y Conjunta)***

Early Voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

EARLY VOTING LOCATIONS: (Localizaciones de Votacion Adelantada):		
Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas	
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas	
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas	
Port Arthur YMCA	6760 9th Ave, Port Arthur, Texas	
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas	
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas	
Marion & Ed Hughes Public Library	2715 Nederland Ave., Nederland, Texas	
Groves Recreation Center	6150 39 th Street, Groves, Texas	
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas	
DATES AND HOURS FOR ALL ABOVE LOCATIONS: (Fechas y Horas para todas las localizaciones):		
October 22 - 26 (<i>Octubre 24 - 26</i>)	Monday - Friday (<i>Lunes -Viernes</i>)	8:00 a.m. - 5:00 p.m.
October 27 (<i>Octubre 27</i>)	Saturday (<i>Sábado</i>)	7:00 a.m. - 7:00 p.m.
October 28 (<i>Octubre 28</i>)	Sunday (<i>Domingo</i>)	12:00 p.m. - 5:00 p.m.
October 29 – November 2 (<i>Octubre 29- Noviembre 2</i>)	Monday – Friday (<i>Lunes – Viernes</i>)	7:00 a.m. - 7:00 p.m.

DATES AND HOURS FOR LOCATION BELOW: (Fechas y Horas para todas las localizaciones):		
Jefferson Co. J.P. Pct. 4 Bldg. (Judge Chesson’s Courtroom)	19217 FM 365, Beaumont, Texas	
Precinct One Service Center	20205 W. Hwy. 90, China, Texas	
October 29 – November 2 (Octubre 29- Noviembre 2)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

Application for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

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

Application for ballot by mail must be received no later than the close of business on October 26, 2018.

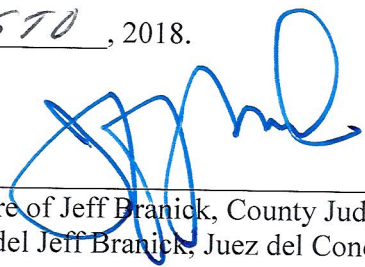
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el 26 de Octubre, 2018)

Federal postcard applications must be received no later than the close of business on October 26, 2018.

(La tarjeta Federal de solicitud deberán recibirse no más tardar de las horas de negocio el 26 de Octubre, 2018)

Issued this 20TH day of AUGUST, 2018.

(Emitada esta dia 20TH de AGOSTO, 2018.



Signature of Jeff Branick, County Judge
(Firma del Jeff Branick, Juez del Condado)

Jefferson County



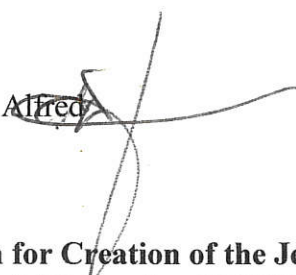
Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Loma George

FROM: Commissioner Everette Alfred 

DATE: August 15, 2018

RE: **Order Calling Election for Creation of the Jefferson County
Assistance District No. 4 / November 2018 Election Ballot -
AMENDED**

Please place this item on the Agenda for Monday, August 20, 2018.

Consider, possible approve, authorize the County Judge to execute, receive and file an Amended Order Calling Election For Creation of the Jefferson County Assistance District No. 4 and Imposition of a Sales and Use Tax, pursuant to House Bill 1720 (80th Texas Legislature), Senate Bills 520 and 1233 (82nd Legislature) and Senate Bill 1167 (83rd Legislature) which amended Chapter 384, Local Government Code.

cc: Hon. Carolyn Guidry, County Clerk

Hon. Allison Nathan Getz, Tax Assessor/Collector

Thank you.

EA/nr

AMENDED**ORDER CALLING ELECTION FOR CREATION OF THE JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4 AND IMPOSITION OF A SALES AND USE TAX**

WHEREAS, the Commissioners Court of Jefferson County (the "County") has determined that there are certain important public services, projects and programs that lack funding within the County; and

WHEREAS, the 80th Texas Legislature passed House Bill 1720 and the 82nd Texas Legislature passed Senate Bills 520 and 1233, and the 83rd Legislature passed Senate Bill 1167, all of which amended Chapter 387, Local Government Code (the "Act"), to authorize all counties to create county assistance districts and to adopt a local sales tax to assist in funding certain public services, projects and programs; and

WHEREAS, the Act provides that in order to create a county assistance district, a commissioners court of a county may call an election on the question of creating a county assistance district to perform certain functions within the district including the construction, maintenance, or improvement of roads or highways; the provision of law enforcement and detention services; the maintenance or improvement of libraries, museums, parks, or other recreational facilities; the provision of services that benefit the public health or welfare, including the provision of firefighting and fire prevention services, or the promotion of economic development and tourism; and

WHEREAS, the Commissioners Court of the County proposes to create the Jefferson County Assistance District No. 4 (the "District") to perform those functions stated in the Act, to have all powers as authorized by the Act, as amended from time to time, and to call an election on the question of creation of the District, defining the boundaries of the District as described by the property description in the attached **Exhibit A**, and the imposition by the District of a tax on the sale of all taxable items (as defined in the Act and the Tax Code, Chapters 151 and 323) within the District at a rate not to exceed one percent of the sales price of taxable item sold; and

WHEREAS, the County has determined that the combined rate of sales and use taxes imposed by political subdivisions of the State within the proposed boundaries of the District, including the rate to be imposed by the District, if approved at this election, would not exceed the maximum allowable rate; and

WHEREAS, as the District includes territory in the extraterritorial jurisdiction of the City of Beaumont, the County sent notice by certified mail as required by the Act to the governing body of the City of Beaumont of its intent to create the district prior to calling this election, and the County shall petition the governing body of the municipality for its written consent to the creation of the proposed district; and

WHEREAS, the Commissioners Court intends for the property description in the attached **Exhibit A** to form a closure and for the District to be located solely in the current limits of the extraterritorial jurisdiction of the City of Beaumont and in those areas of the County in which the current sales and use tax imposed by political subdivisions is one percent or less. To the extent that a mistake is made in the property description such that the boundaries of the District extend

into a municipality's corporate limits or the current extraterritorial jurisdiction of another municipality, or extend into an area in which less than one percent sales and use tax is currently available, that portion of the boundaries shall be deemed to be excluded from the District; and

WHEREAS, the County intends for the primary purpose of the District to be the construction, maintenance, or improvement of roads, highways, bridges and drainage facilities; and

WHEREAS, in addition to the primary purpose as stated above, the District may perform any other lawfully permitted purpose; and

WHEREAS, the Commissioners Court of the County wishes to proceed with the ordering of said election; NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY THAT:

Section 1. The matters and facts set out in the preamble of this order are hereby found and declared to be true and complete and are incorporated herein.

Section 2. Subject to the provisions of the Texas Election Code, the County will administer the election to be held on November 6, 2018, between the hours of 7:00 a.m. and 7:00 p.m. at the polling locations selected by the Jefferson County Elections Administrator, Carolyn L. Guidry (the "Administrator"), included on **Exhibit B**, that are designated for the purposed District, at which there shall be submitted the questions of the creation of the District and the imposition of a sales and use tax.

Section 3. The following proposition shall be submitted to the resident electors of the District:

PROPOSITION

SHALL JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4 BE CREATED AND A SALES AND USE TAX BE IMPOSED WITHIN THE BOUNDARIES OF THE DISTRICT AT THE RATE OF ONE PERCENT FOR THE PURPOSE OF FINANCING THE OPERATIONS OF THE DISTRICT?

Section 4. Voting in the elections for the proposition shall be by the use of paper ballots or electronic voting system ballot, pursuant to the Texas Election Code. Ballots shall be available in both English and Spanish and which shall conform to the requirements of the Texas Election Code. The ballots used in the elections shall contain the following:

OFFICIAL BALLOT

<input type="checkbox"/> FOR)	AUTHORIZING THE CREATION OF
)	THE JEFFERSON COUNTY
<input type="checkbox"/> AGAINST)	ASSISTANCE DISTRICT NO. 4 AND
		THE IMPOSITION OF A SALES AND
		USE TAX AT THE RATE OF ONE
		PERCENT FOR THE PURPOSE OF
		FINANCING THE OPERATIONS OF
		THE DISTRICT

Each voter shall vote on the position by placing an "X" in the square beside the statement indicating the way he or she wishes to vote.

Section 5. Oral assistance in Spanish shall be made available to all persons requiring such assistance. Any person requiring oral assistance in Spanish should contact the presiding judge or early voting clerk.

Section 6. The boundaries of the District as described on **Exhibit A** attached hereto are hereby established by the Court. The Administrator shall appoint the presiding judges and clerks for the election. The Administrator may appoint, as he or she deems necessary, clerks to assist in the conduct of the election. If the regularly appointed presiding judge is unable to serve at the election, the alternate presiding judge shall serve as the presiding judge for the election. If the election is conducted by the regularly appointed presiding judge, he/she may appoint the alternate presiding judge as one of the clerks to serve at the election.

Section 7. The hours and locations at which early voting by personal appearance shall be conducted have been determined by the County pursuant to the Texas Election Code, and are shown on the attached **Exhibit C**. The clerk for early voting shall be the Administrator, and the place at which early voting by personal appearance shall be conducted is to be determined by the County. The Administrator shall appoint the early voting clerk for early voting. The early voting clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is P. O. Box 1151, Beaumont, Texas 77704-1151.

Section 8. The early voting ballot board shall be appointed by the Administrator.

Section 9. The election shall be held and conducted and returns shall be made to the Commissioners Court in accordance with the Texas Election Code as modified by Chapter 387, Texas Local Government Code.

Section 10. All qualified resident electors of the District shall be entitled to vote in the election.

Section 11. The County is the custodian of the election records and shall maintain election records in accordance with the Texas Election Code.

Section 12. The rate of pay for judges and clerks of the election shall be determined by the Administrator.

Section 13. In accordance with Section 4.003, Texas Election Code, the County is hereby directed to cause notice of this election to be published and/or posted in English and Spanish.

Section 14. In the event the election results favorably for the proposition submitted, the Jefferson County Assistance District No. 4 shall be created, the boundaries of the District shall be defined, and the District may impose a sales and use tax to finance any and all powers, functions, and operations of the District at a rate of one percent.

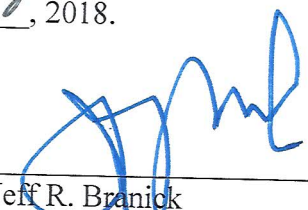
Section 15. The Commissioners Court and the officers and employees of the County are authorized and directed to take any action necessary to carry out the provisions of this order.

Section 16. The Jefferson County Attorney's Office is authorized and directed to take all necessary action and file appropriate letters and documentation with the U.S. Department of Justice, Voting Section, Civil Rights Division, to obtain clearance for the existence of the District, the elections called pursuant to this Order, and subsequent elections of the District.

Section 17. It is hereby found that the meeting at which this Order has been considered and adopted is open to the public, as required by law, and the written notice of the time, place, and subject matter of said meeting, and of the proposed adoption of the Order, was given as required by Chapter 551, Texas Government Code. The Commissioners Court further ratifies and confirms said written notice and the contents and posting thereof.

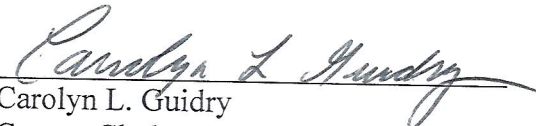
[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED this AUGUST 20, 2018.



Jeff R. Branick
County Judge

ATTEST:

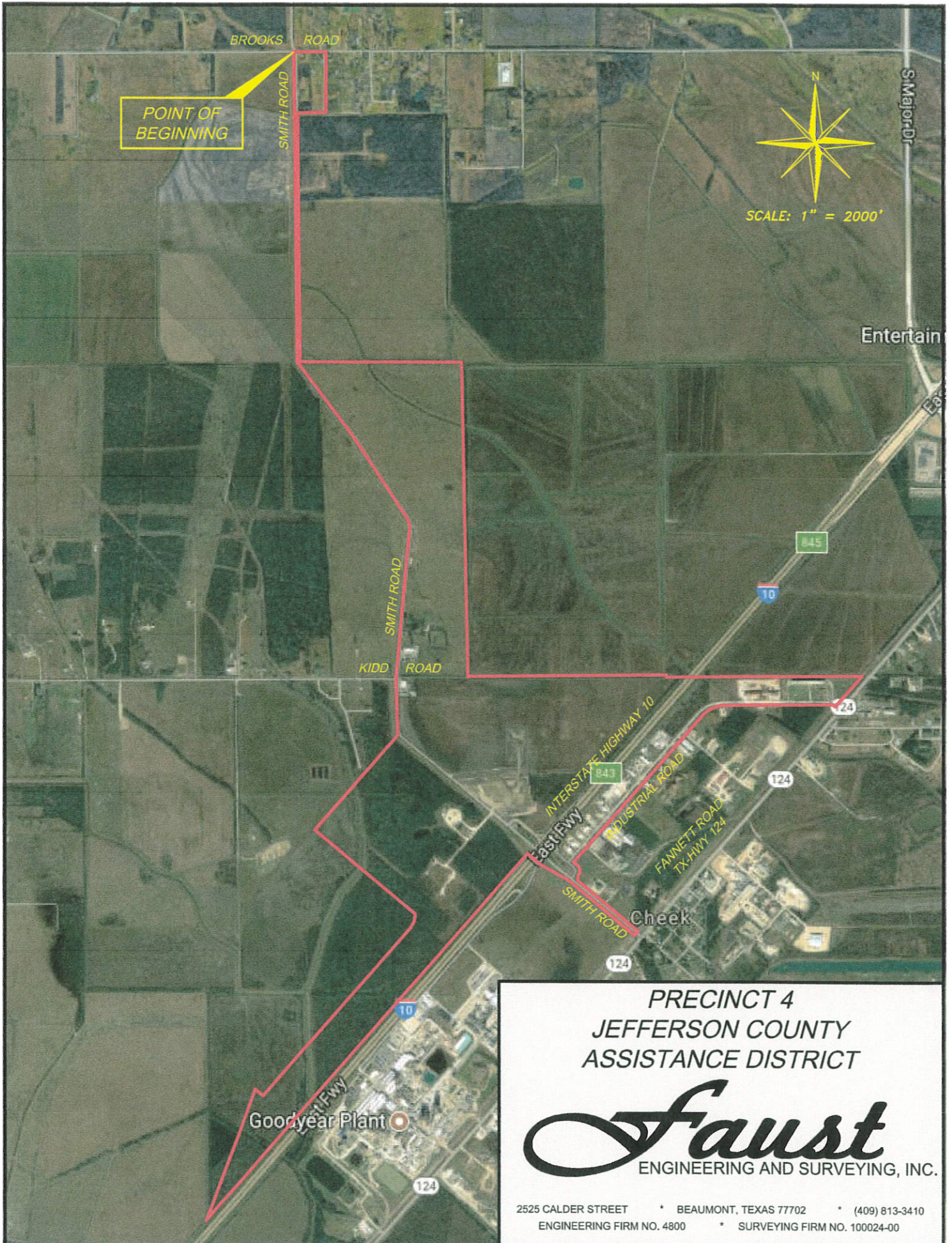


Carolyn L. Guidry
County Clerk

(SEAL)



EXHIBIT A
PROPERTY DESCRIPTION
OF JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4



FAUST Engineering and Surveying, Inc.

Professional Engineers and Professional Surveyors
E-MAIL ADDRESS INFO@FAUSTENG.COM
2525 Calder Street
Beaumont, Texas 77702
Surveying Firm Registration No. 100024-00
Engineering Firm Registration No. 4800

Telephone (409) 813-3410
Fax (409) 813-3484

BOUNDS DESCRIPTION FOR JEFFERSON COUNTY PRECINCT 4 ASSISTANCE DISTRICT JEFFERSON COUNTY, TEXAS

BEGINNING at the intersection of the south right-of-way line of Brooks Road and the west right-of-way line of Smith Road;

THENCE Easterly crossing Smith Road and continuing along the said south line of Brooks Road to the intersection of the south line of Brooks Road with the east right-of-way line of Denley Road being the northwest corner of tract having a Jefferson County Appraisal District Property ID No. of 137689;

THENCE Southerly with the said east line of Denley Road and an extension of its said east line to the north line of a Lower Neches Valley Authority tract and being the southeast corner of tract

THENCE Westerly with the said north line of the LNVA tract, to the intersection with the said east line of Smith Road and being the southwest corner of a tract having a Jefferson County Appraisal District Property ID No. of 137663;

THENCE Southerly with the said east line of Smith Road, to the southwest corner of tract conveyed to Phelan and Phelan having a Jefferson County Appraisal District Property ID No. of 137680 and the northwest corner of a tract conveyed to Will Crenshaw having a Jefferson County Appraisal District Property ID No. of 398499;

THENCE Easterly with the north line of the Will Crenshaw tract and the north line of a tract conveyed to Will Crenshaw having a Jefferson County Appraisal District Property ID No. of 142045 to the northeast corner of the Crenshaw tract;

THENCE Southerly with the east line of said Will Crenshaw tract to a point on the north right-of-way line of Kidd Road; said point being the southeast corner of the said Will Crenshaw tract;

THENCE Easterly with the said north right-of-way line of said Kidd Road to the intersection of the west line of a tract conveyed to the Funchess Family Trust having a Jefferson County Appraisal District Property ID No. of 245630;

THENCE Southerly with the east right-of-way line of said Kidd Road and the west line of said Funchess Family Trust tract to the southwest corner of said Funchess Family Trust Tract;

THENCE Easterly with the south line of said Funchess tract to the west right-of-way line of Interstate Highway 10;

THENCE Easterly crossing said Interstate Highway 10 to the northwest corner of Industrial City, described in Volume 10, Page 118 in the Map Records of Jefferson County on the southeast line of Interstate Highway 10;

THENCE Easterly with the north line of said Industrial City to the intersection of the northwest right-of-way line of Fannett Road and being the northeast corner of Industrial City;

THENCE Southwesterly with the said west line of Fannett Road and the east line of said Industrial City, to the intersection of the south right-of-way line of Industrial Road;

THENCE Southwesterly with the said south line of Industrial Road to the intersection of the said east right-of-way line of Interstate Highway 10 turnout;

THENCE Southeasterly with the said east line of Interstate Highway 10 turnout to the north line of said Smith Road;

THENCE Southeasterly with the said north line of Smith Road to the intersection of the said west right-of-way line of Fannett Road;

THENCE Southwesterly crossing Smith Road, to the intersection of the south line of said Smith Road and the said west line of Fannett Road;

THENCE Northwesterly with the said south right-of-way line of Smith Road to the intersection of the said east right-of-way line of Interstate Highway 10;

THENCE Northwesterly crossing said Interstate Highway 10 to a point on the said west right-of-way line of Interstate Highway 10 and being the southeast corner of tract conveyed to Beaumont I-10 Partners, LP, having a Jefferson County Appraisal District Property ID No. of 139704;

THENCE Southwesterly with the said west right-of-way line of Interstate Highway 10 to the most southerly corner of a tract conveyed to Beaumont I-10

Partners, LP, having a Jefferson County Appraisal District Property ID No. of 137570;

THENCE Northeasterly with the west line of said Beaumont I-10 Partners LP to an exterior corner;

THENCE Southeasterly with an interior north line to a point for an interior ell corner;

THENCE Northeasterly with the west line of the Beaumont I-10 Partnership tract to the northwest corner of a Beaumont I-10 Partnership LP tract having a Jefferson County Appraisal District Property ID No. 241228;

THENCE Northwesterly to the southeast corner of a Beaumont I-10 Partnership LP tract having a Jefferson County Appraisal District Property ID No. 139681;

THENCE Northwesterly with the northeast line of the Beaumont I-10 Partnership tract to the northeast corner of said Beaumont I-10 Partnership tract;

THENCE Northeasterly along the north line of the said Beaumont I-10 Partnership LP tract (PID No. 137570) to the intersection of the said west line of Smith Road;

THENCE Northerly with the said west right-of-way line of Smith Road passing the Kidd Road right-of-way to the **POINT OF BEGINNING**.

This document was prepared under 22 TAC X663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Richard F. Faust, P.E.
Registered Professional Land Surveyor No. 4782



EXHIBIT B
LIST OF POLLING LOCATIONS FOR
NOVEMBER 6, 2018 ELECTION

Precincts Voting at Location (Precintos de votación en el Localización)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State, Zip code (Ciudad, Estado, Código postal)
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall**	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church**	3550 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77705
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur YMCA **	6760 9th Ave	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary **	3245 36th St	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire-Fannett High School **	12702 2nd St	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705
	**Location Change		

EXHIBIT C
JEFFERSON COUNTY EARLY VOTING SCHEDULE
NOVEMBER 6, 2018 ELECTION



***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
November 6, 2018, GENERAL AND JOINT ELECTIONS
(Aviso de locales y horario para elecciones adelantadas de Noviembre 6, 2018
Elecciones Generales y Conjunta)***

Early Voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

EARLY VOTING LOCATIONS:

(Localizaciones de Votacion Adelantada):

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur YMCA	6760 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2715 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39th Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones):

October 22 - 26 (Octubre 24 - 26)	Monday - Friday (Lunes -Viernes)	8:00 a.m. - 5:00 p.m.
October 27 (Octubre 27)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
October 28 (Octubre 28)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
October 29 – November 2 (Octubre 29- Noviembre 2)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

DATES AND HOURS FOR LOCATION BELOW:

(Fechas y Horas para todas las localizaciones):

Jefferson Co. J.P. Pct 4 Bldg (Judge Chesson's Courtroom)	19217 FM 365, Beaumont, Texas
Precinct One Service Center	20205 W. Hwy. 90, China, Texas

October 29 – November 2 (Octubre 29- Noviembre 2)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.
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**AGENDA ITEM****August 20, 2018**

Consider, possibly approve and authorize the County Judge to execute a US Locality Domain Name Registration Terms and Conditions Agreement between Jefferson County and usTDL Administrator-NeuStar, Inc. for the County ".tx.us" domains.

RECEIVED AUG - 6 2018



July 31, 2018

Hon. Jeff Branick
Jefferson County
1149 Pearl St Fl 4
Beaumont TX 77701-3638

Dear Judge Branick,

We were informed just last week that the company hosting our TAC CIRA-provided websites and email, Texas Regional Host Master, was acquired by Nuestar, a company with whom we have not done business. We believe that the new company will be able to provide the service we and you expect. However, they are requiring every user to complete forms to transfer the service whether or not you receive services from TAC CIRA. Initially, they required this transfer by the end of August. We secured an extension until the first of October. If you miss this deadline, it is entirely possible that your website and email will simply stop working. It may still appear on your device, but it will not respond. We are very sorry for this inconvenience. It was a surprise to us, too.

Last week, an email was sent from TAC CIRA regarding the re-delegation of ".tx.us" domains from Texas Regional Host Master to Neustar. Because Neustar is now the official registrar for these domains, they need updated contact information and a new agreement from all localities (counties) using a ".tx.us" domain.

An email was sent from Neustar on July 16, 2018 that details the change of domain registrar for the '.us' domains. If your county uses a ".tx.us" domain, and you wish to retain ownership, your county must complete two separate forms: (1) the registrant agreement and (2) the domain name contact form. **If your county does not use a ".tx.us" domain, no action is necessary.**

There are two parts to the process:

1. Registrant Agreement

United States Top Level Domain (usTLD) Locality Registrant Agreement.

A new agreement must be signed. Send an email TODAY with the name and email address of an authorized representative for your county who is able to sign the Equi-sign eSignature platform to the following email address: dotus@support.neustar

If you prefer to sign a paper agreement please contact Neustar at (844) 677-2878 (press 1, then press 2 and then press 2).

2. Domain Name Contact Form

The first field, "List of Registered Name(s)" to create/update data, should reflect the domain that your county uses. For example, "co.coke.tx.us".

This form **must** include the county's contact information under "registrant" and "administrative" contact. If you are unsure of what information to include here, please reach out to your IT or website provider.

These must be completed before October 1, 2018, to keep your domain active.

There is no cost associated with the ownership of a ".tx.us" domain. The process of completing the agreement and domain name contact form is independent of your email or website services. If you currently obtain service for website or email through TAC CIRA, that process remains the same. The information and agreement needed by Neustar are strictly for their records, to maintain ownership by the county and to keep the domain active.

Please act as soon as possible and thank you for your valued partnership with TAC. If you need any assistance, don't hesitate to contact TAC CIRA by email at support@cira.state.tx.us or call (800) 456-5974.

Thank you,

A handwritten signature in cursive script, appearing to read "Gene Terry".

Gene Terry
Executive Director



usTLD LOCALITY DOMAIN NAME CONTACT FORM

Please use this form to create and/or update contacts or nameservers for your .US Locality domain name(s). Once completed, please contact .US Customer Support at dotus@support.neustar for information and next steps to complete the process.

List of Registered Name(s) to create/update data:

co.jefferson.tx.us	

☐ Check here if the Registrant information should be used for all Contact data.

REGISTRANT:	ADMINISTRATIVE: (If different than Registrant)
Full Name: Jeff Branick	Full Name:
Organization: Jefferson County	Organization:
Address 1: 1149 Pearl St	Address 1:
Address 2: 4th Floor	Address 2:
City: Beaumont	City:
State: TX	State:
Zip Code: 77701	Zip Code:
Country: US	Country: US
Phone Number: 409-835-8466	Phone Number:
Email: jbranick@co.jefferson.tx.us	Email:
Nexus Code: P5, C21	Nexus Code: P5, C21

TECHNICAL: (If different than Registrant)	BILLING: (If different than Registrant)
Full Name: Jeff Ross	Full Name:
Organization: Jefferson County	Organization:
Address 1: 1149 Pearl St	Address 1:
Address 2: 6th Floor	Address 2:
City: Beaumont	City:
State: TX	State:
Zip Code: 77701	Zip Code:
Country: US	Country: US
Phone Number: 409-835-8447	Phone Number:
Email: ross@co.jefferson.tx.us	Email:
Nexus Code: P5, C21	Nexus Code: P5, C21



DOMAIN MANAGER: (If different than Registrant)	NAMESERVERS: (Two authoritative nameservers are mandatory)
Full Name:	Hostname 1: ns1.biz.rr.com
Organization:	IP Address 1: 24.30.200.19
Address 1:	Hostname 2: ns2.biz.rr.com
Address 2:	IP Address 2: 24.30.201.19
City:	
State:	
Zip Code:	
Country: US	
Phone Number:	
Email:	
Nexus Code: P5, C21	

**** Please note that Country code and Nexus data is mandatory and unavailable to be updated per policies for the registration of .US Locality domain names.**



.US Locality Domain Name Registration Terms and Conditions

1. **Introduction.** This .US Locality Domain Name Registration Terms and Conditions document (the "Terms & Conditions"), sets forth the terms and conditions governing Registrant's use the registered .us locality domain name(s) set forth on Exhibit A from NeuStar, Inc., acting in its capacity as the usTLD Administrator. Any acceptance of Registrant's application or requests for Service and the performance of usTLD Administrator's Service will occur at NeuStar, Inc., 46000 Center Oak Plaza, Sterling, Virginia 20166, provided however that usTLD Administrator may, in its sole discretion, change this location.

2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on the date in which the usTLD Administrator has no further obligation to render .US Top Level Domain ("TLD") administration services under an agreement with the United States Government, or unless earlier terminated in accordance with the terms and conditions herein (the "Term").

3. **Definitions.**
 - a. "Registered Name" refers to the domain name(s) within the domain of the usTLD set forth in Exhibit A, about which usTLD Administrator or an affiliate engaged in providing usTLD services maintains data in a usTLD Database.
 - b. "Registrant" refers to the holder of a domain name in the usTLD locality space.
 - c. "Service" means services provided by the usTLD Administrator in connection with the locality space of the usTLD under these Terms & Conditions.
 - d. "usTLD" means the .us country code top-level domain.
 - e. "usTLD Administrator" means NeuStar, Inc.
 - f. "usTLD Database" means a database comprised of data about one or more DNS domain names within the domain of the usTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.

4. **The Service.** usTLD Administrator shall provide to Registrant (i) Service to accept and process orders for Registered Names; and (ii) customer service (including domain name record support), billing and technical support to Registrants.

5. **Transfers of Delegations.** Registrant may not transfer any delegation to a third party without the express written consent of the usTLD Administrator. In the event that such a transfer is approved by the usTLD Administrator, the new delegated manager must agree to abide by the terms and conditions of this Agreement. Any attempt by Registrant's creditors to obtain an interest in Registrant's rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at usTLD Administrator's option. Registrant agrees not to resell the Registered Name without the usTLD Administrator's prior express written consent.

6. **Termination.**

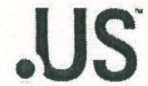
- a. Termination by Registrant. Registrant may terminate this Agreement at any time upon at least thirty (30) days written notice to usTLD Administrator for any or no reason.
- b. Termination by usTLD Administrator. usTLD Administrator may terminate this Agreement at any time upon written notice in the event any of the following occurs:
 - i. Registrant willfully or negligently (i) provides usTLD Administrator inaccurate or unreliable information or (ii) fails to promptly update information provided to usTLD Administrator pursuant to this Agreement;
 - ii. Registrant fails to abide by the Nexus Requirements set forth in Section 8 of this Agreement; or
 - iii. Registrant breaches an obligation of this Agreement, other than those obligations set forth in 6(b)(i) or 6(b)(ii) and fails to cure such breach within ten (10) days of receipt of notice from usTLD Administrator.
 - iv. Registrant sublicenses or sub-delegates the use of its locality domains to a third party. Registrant agrees that actions are those of a Delegated Manager which is governed under the terms and conditions of the .US Delegated Manager agreement located on the usTLD Administrator's website at: <http://www.about.us/policies/delegated-managers>.
- c. Effect of Termination. Upon termination or discontinuance of this Agreement for any reason, usTLD Administrator may delete the Registrant's Domain Name, in accordance with usTLD Administrator's then-current policies and procedures.

7. **Name Servers.** You agree to maintain a minimum of two operational name servers for the specified domain name.

8. **.US Policy Requirements.** Registrant shall comply with the following policies adopted by the usTLD Administrator as listed at <http://www.about.us/policies>:

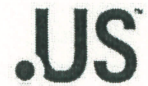
- a. usTLD Dispute Resolution Policy and Rules
- b. The usTLD Nexus Requirements
- c. Nexus Dispute Policy and Rules)
- d. Those policies in RFC 1480 applicable to .us domain name registrants, currently located at <https://tools.ietf.org/html/rfc1480> as supplemented by the rules and procedures on the official .US web site at <http://www.about.us> , which may be amended from time to time; and
- e. Registration Review Policy .

9. **DOC/USTLD Administrator Requirements.** The usTLD Administrator's obligations hereunder are subject to modification at any time as the result of the United States Department of Commerce



("DoC")-mandated requirements from time to time. Notwithstanding anything in this Agreement to the contrary, you shall comply with any such requirements or policies in accordance with the DoC required timelines.

10. **Accuracy of Information.** Registrant hereby certifies that (i) all data provided by Registrant in the domain name registration application is true, correct, up to date and complete (ii) usTLD Administrator will maintain and update, by providing notice to Registrant pursuant to this Agreement, the information contained in the domain name registration application as needed to keep such data true, correct, up to date and complete at all times.
11. **USTLD Administrator's Disclosure Of Certain Information / WHOIS.** Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the usTLD, you hereby grant to the usTLD Administrator the right to disclose Data to third parties through an interactive publicly accessible registration database known as the "WHOIS Database," currently located at <http://www.whois.us>. You also grant to the usTLD Administrator the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.
12. **Use of Data.** Government Use of Data. Registrant understands and agrees that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. For purposes of this Section 12, "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.
13. **Privacy.** Subject to the provisions in Section 11 and 12 above, all data or information collected pursuant to this agreement shall be used or disclosed only according to the NeuStar Privacy Policy (<http://www.neustar.us/us-privacy-statement-v-2/>). This policy is available, as modified from time-to-time at www.neustar.us.
14. **Exclusive Remedy.** REGISTRANT AGREES THAT USTLD ADMINISTRATOR'S ENTIRE LIABILITY, AND REGISTRANT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO ONE HUNDRED DOLLARS. IN NO EVENT SHALL USTLD ADMINISTRATOR, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF USTLD ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN USTLD ADMINISTRATOR'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. usTLD Administrator and its licensors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god or other events or circumstances not reasonably under usTLD Administrator's control; (4) loss or liability resulting



from Registrant's use of the Registered Name; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or Service; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of Registrant's web site or usTLD Administrator's web site; (8) loss or liability that Registrant may incur in connection with Registrant's processing of Registrant's application for the Service, usTLD Administrator's processing of any authorized modification to Registrant's domain name record or Registrant's agent's failure to pay any fees, including the initial registration fee or re-registration fee; (9) loss or liability as a result of the application of usTLD Administrator's dispute policy or policies of the UsTLD Administrator; or (10) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in XML or any other standard not under usTLD Administrator or usTLD Administrator's agent's sole control.

15. **Registrant Representations.** The Registrant represents and certifies that, to the best of the Registrant's knowledge and belief, (i) neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party (ii) the Registrant has the requisite power and authority to enter into this Agreement and to perform the obligations hereunder (iii) Registrant has and shall continue to have a lawful bona fide U.S. Nexus as defined in Section 8 of this Agreement and qualifies to register to use a Registered Name (iv) Registrant is of legal age to enter into this Agreement; and (vi) Registrant agrees to comply with all applicable laws and regulations and policies of the usTLD Administrator as updated from time to time on the usTLD website.

16. **Registry Disclaimer of Warranties.** REGISTRANT AGREES THAT THE USE OF THE SERVICE OR USTLD ADMINISTRATOR'S LICENSORS' SERVICES IS SOLELY AT REGISTRANT'S OWN RISK. REGISTRANT AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. USTLD ADMINISTRATOR AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER usTLD ADMINISTRATOR NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE SERVICE PROVIDED HEREUNDER WILL MEET REGISTRANT'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES USTLD ADMINISTRATOR OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. REGISTRANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT REGISTRANT'S OWN DISCRETION AND RISK AND THAT REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

17. **Indemnity.**
 - a. Registrant shall indemnify, defend and hold harmless usTLD Administrator, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and

against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name. This indemnification obligation shall survive the termination, expiration or cancellation of the Agreement.

- b. Registrant agrees to release, indemnify, defend and hold harmless usTLD Administrator, (including in usTLD Administrator's capacities as the usTLD Administrator or as an usTLD Administrator for domain names, and the applicable registry for any top-level domain in which Registrant is applying for services hereunder), and any of usTLD Administrator's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of Registrant's warranties, representations and obligations under this Agreement, (b) the Service or the use of such services, including without limitation infringement or dilution by Registrant, or someone else using the Service from Registrant's computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of usTLD Administrator's operating rules or policies relating to the Service provided, or (e) any information or data Registrant supplied to usTLD Administrator, including, without limitation, any misrepresentation in its application, if applicable. When usTLD Administrator is threatened with suit or sued by a third party, it may seek written assurances from Registrant concerning Registrant's promise to indemnify usTLD Administrator. Registrant's failure to provide those assurances may be considered a material breach of this Agreement. usTLD Administrator shall have the right to participate in any defense by Registrant of a third-party claim related to Registrant's use of any of the Service, with counsel of usTLD Administrator's choice at its own expense. usTLD Administrator shall reasonably cooperate in the defense at Registrant's request and expense. Registrant shall have sole responsibility to defend usTLD Administrator against any claim, but Registrant must receive Registrant's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

18. **Modification to the Terms and Conditions.** Except as otherwise provided in these Terms & Conditions, Registrant agrees that usTLD Administrator may: (1) revise these Terms & Conditions; and/or (2) change part of the Service at any time. Any such revision or change will be binding and effective 30 days after posting the revised Terms and Conditions or change to the Service on usTLD Administrator's web site, or upon notification to Registrant by e-mail or United States mail. Registrant agrees to periodically review usTLD Administrator's Web sites, including the current version of these Terms & Conditions available on usTLD Administrator's Web sites, and to be aware of any such revisions. If Registrant does not agree with any revision to the Terms & Conditions, it may terminate its registration by so notifying usTLD Administrator. Notice of termination will be effective on receipt and processing by usTLD Administrator. If Registrant terminates pursuant to this provision, any fees paid by Registrant are nonrefundable.
19. **Agents.** Registrant agrees that, if any of its agents, (e.g., its administrative contact, Internet Service Provider, employees) purchases the Service on Registrant's behalf, Registrant is nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Registrant's continued use of the Service ratifies any unauthorized actions of its agent. By using

Registrant's login name, account number or password, or otherwise purporting to act on its behalf, the Registrant's agent certifies that he or she is authorized to apply for the Service on Registrant's behalf, that he or she is authorized to bind Registrant to the terms and conditions of this Agreement, that he or she has apprised Registrant of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on Registrant's behalf. In addition, Registrant is responsible for any errors made by its agent.

20. **Reservation of Rights.** usTLD Administrator and usTLD Administrator reserves the right, with no liability to Registrant to deny, cancel or transfer any registration that they deem necessary, in their discretion; (1) to protect the integrity and stability of the usTLD Administrator; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of usTLD Administrator or usTLD Administrator, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of these Terms & Conditions; or (5) to correct mistakes made by usTLD Administrator or usTLD Administrator in connection with a domain name registration. usTLD Administrator and usTLD Administrator also reserve the right to freeze a domain name during resolution of a dispute.
21. **Notices and Announcements.** Registrant authorizes usTLD Administrator to notify Registrant, as usTLD Administrator's customer, of information that usTLD Administrator deems is of potential interest to Registrant. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance Registrant's identity on the Internet and/or other relevant matters. All notices must be sent either in writing or by e-mail, but only to the extent expressly provided herein. All notices to Registrant shall be delivered to the mailing address or e-mail address as provided in Registrant's account information (as updated by Registrant pursuant to these Terms & Conditions. Either party may change its respective address by written notice delivered to the other party.
22. **Severability.** Registrant agrees that these Terms & Conditions are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Terms & Conditions. These Terms and Conditions will be deemed amended to the extent necessary to make them enforceable, valid and, to the maximum extent possible consistent with applicable law and the remaining terms and provisions will remain in full force and effect.
23. **Governing Law.** For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of the Commonwealth of Virginia in the United States. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
24. **Waiver.** No waiver of any provision of these Terms & Conditions shall be effective unless it is in writing and signed by an authorized representative of usTLD Administrator. The remedies of usTLD Administrator under these Terms & Conditions shall be cumulative and not alternative, and the election of one remedy for a violation shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other



party hereunder shall not affect its right to enforce any provision of these Terms & Conditions at a subsequent time, and the waiver of any rights arising out of any violation shall not be construed as a waiver of any rights arising out of any prior or subsequent violation.

25. **Entire Agreement.** Registrant agrees that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between Registrant and usTLD Administrator regarding the Service and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by Registrant for the Service.

.US Locality Space Registrant

Signature: _____

Print Name: _____

Title: _____

Name of Company (if applicable): _____

Date: _____

usTLD Administrator – NeuStar, Inc.

Signature: _____

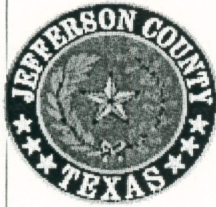
Print Name: _____

Title: _____

Date: _____

**AGENDA ITEM****August 20, 2018**

Receive and file executed Oil, Gas and Mineral Lease with Acadian Land Services, LLC. (Judge Branick was appointed as Receiver in Cause No. D-201,772)

**AGENDA ITEM****August 13, 2018**

Consider, possibly approve and authorize the County Judge to execute Oil, Gas and Mineral Lease with Acadian Land Services, LLC. (Judge Branick was appointed as Receiver in Cause No. D-201,772)

Cause No. D-201,772

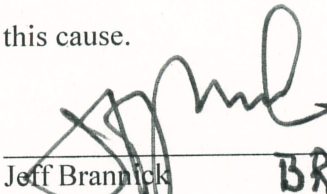
ACADIAN LAND SERVICES, LLC)	IN THE DISTRICT COURT
Plaintiff)	
)	
v.)	136 th JUDICIAL DISTRICT
)	
ELIZABETH TOTH, DECEASED AND EACH)	
UNKNOWN HEIR, DEVISEE, BENEFICIARY,)	
PERSONAL REPRESENTATIVE, SUCCESSOR))	
AND/OR ASSIGN)	JEFFERSON COUNTY, TX

OATH OF RECEIVER FOR MINERAL AND/OR ROYALTY INTERESTS

THE STATE OF TEXAS)

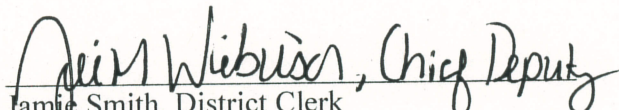
COUNTY OF JEFFERSON)

I, Jeff Brannick, County Judge of Jefferson County, Texas, being the Receiver for Mineral and/or Royalty interest appointed in the above styled and numbered caused by the District Court of Jefferson County, Texas, do solemnly swear that I will well and truly perform the duties of a Receiver herein, according to law and the orders of this court appointing me, and any further orders of this court that may be hereafter entered in this cause.



Jeff Brannick

Sworn to and subscribed before me on this the 13th day of August, 2018, by Jeff Brannick, to certify which witness my hand and seal of office.



Jamie Smith, District Clerk
Jefferson County, Texas

By: Jill M. Wiebusch
Deputy

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) Paid Up
With 640 Acres Pooling Provision

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT ("lease") is made as of the _____ day of _____ **2018**, between _____, whose address is _____, as Lessor (whether one or more), and **ACADIAN LAND SERVICES, LLC, a Louisiana limited liability company** whose address is **101 West Farrel Rd, Building 1, Lafayette, Louisiana 70508** as Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

SEE EXHIBIT "A" ATTACHED HERE TO AND MADE PART HERE OF, FOR PROPERTY DESCRIPTION AND ADDITIONAL TERMS AND PROVISIONS

in the County of **Jefferson**, State of Texas, containing **2.00** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **three (3)** years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity: (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase

contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in

at **address provided herein**

or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mail in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling

authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%, and for a gas well or horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessors interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of the decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full

or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default of Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

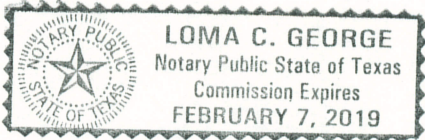
LESSOR (WHETHER ONE OR MORE)

[Signature]

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF JEFFERSON



This instrument was acknowledged before me on the 13th day of August, 2018, by JEFF R. BRANCK.

[Signature]
 Notary Public:
 Notary's Commission Expires:

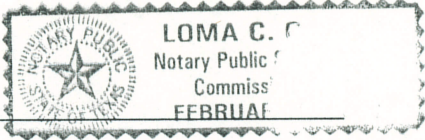


EXHIBIT "A"

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated _____, 2018 by and between _____, as Lessor(s), and **ACADIAN LAND SERVICES, LLC**, as Lessee.

PROPERTY DESCRIPTION:

That certain tract or parcel of land containing 2.00 acres, more or less, and being the West Two (2) acres of Lot Number Six (6), in Block Number Seven (7) of Port Acres, a Subdivision of Jefferson County, Texas, a plat of which is recorded at Volume 4, Pages 42-47 of the Map Records of Jefferson County, Texas, and being the same Two (2) acres described in that certain Warranty Deed with Vendor's Lien from S. E. Hallums and Carrie Hallums, husband and wife, to R. P. Claywell and Ruby Claywell, husband and wife, recorded in Volume 689 Page 544 of the Deed Records of Jefferson County, Texas.

It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse or other means.

ADDITIONAL TERMS AND PROVISIONS:**15. AGREEMENTS SUPERCEDE**

It is understood and agreed by all parties hereto that the following provisions herein supersede any provisions to the contrary contained in the printed lease hereof.

16. ROYALTY

Notwithstanding anything to the contrary, it is agreed and understood that wherever the fractional figure "one-eighth (1/8)" appears in Paragraph 3 hereof, there shall be substituted therefore the figure "(1/5)".

17. ROYALTY PAYMENTS

Accounting and payments to Lessor of royalties from the production of oil and gas from any well shall commence and thereafter be paid in full compliance with the applicable provisions of Chapter 91 of the Natural Resource Code of Texas.

18. OPTION TO EXTEND

Lessee is hereby granted the right, at its option, to extend the primary term hereof for an additional two (2) year period from the expiration of the original primary term. This option may be exercised by Lessee at any time prior to the expiration of the original primary term by tendering to Lessor the sum of Three Hundred and 00/100 Dollars (\$300.00) per net mineral acre, for each acre that Lessee elects to maintain hereunder for the option period, which acreage is not already being maintained by any other manner provided for herein. Such tender shall be via check delivered to Lessor at the above address (or such other address as Lessor may hereinafter furnish Lessee via written notice). Should the primary term be extended for the option period as herein provided, it shall be considered for all relevant purposes of this lease that this lease originally provided for a primary term of five (5) years.

19. OIL AND GAS ONLY

This lease covers only oil, gas, sulphur and other associated hydrocarbons which can be produced out of and from the bore of a well. Solid minerals, other than sulphur, such as iron, coal, sand, gravel and clay are excluded from this lease.

20. SALT WATER DISPOSAL

Lessee shall have the right to dispose of salt water produced from the leased premises or lands pooled therewith below the surface of the leased premises per the rules and regulations of the appropriate governing authority having jurisdiction over the matter.

21. DAMAGE/CLEAN UP

Should Lessee's operations hereunder cause damage to Lessor's livestock, water, trees, fences, roads, buildings or any other improvements, Lessee agrees to pay to Lessor the actual amount of loss. Lessee further agrees to fill and level all pits and/or excavations so as to return the surface of the herein leased premises to its original condition, as nearly as practicable, within a reasonable length of time after the abandonment of the use of such pits and/or excavations. Any water based drilling mud not containing any deleterious substances may be spread, disced, and leveled by the Lessee near the location where the mud was used as directed by Lessor, per the rules and regulations of the Railroad Commission of Texas. Lessee shall have the right to annularly dispose of all fluids from any well or wells on the leased premises by re-injection of such fluids into the substructure horizon below the fresh water level, per the rules and regulations of the Railroad Commission of Texas. Lessee shall strictly observe and comply with all local, state and federal environmental laws dealing with the herein leased premises and shall indemnify and hold harmless Lessor for any losses incurred as a result of violations thereof.

22. FENCES/CATTLE GUARDS

Lessee shall construct a fence around any drillsite located on lands utilized for raising livestock during drilling operations, and if production is obtained, Lessee shall construct a fence around all production facilities capable of turning cattle and/or livestock. Lessee shall install cattle guards at all fence crossings used by Lessee in connection with operations on the herein leased premises. Should a cattle guard or guards be placed on the premises, then such cattle guard or guards shall be left in place and become the property of the Lessor herein after the expiration of this lease.

23. NO HUNTING

There shall be no hunting or fishing allowed on the leased premises, nor shall any firearms be brought on the leased premises by the Lessee or his assigns, or by any employee, agent, contractor or representative of the Lessee or Lessee's assigns without the prior written consent of the Lessor.

24. RETAINED ACCESS

In the event any portion of the acreage covered by this lease is surrendered for any reason, Lessee shall have a continuous right of ingress and egress for operation and production purposes over, across and under the surrendered acreage to the acreage retained hereunder if such right is necessary for Lessee to have access to the retained acreage.

25. COUNTERPARTS

This lease may be executed in any number of counterparts and shall be binding on each party executing the same to the same extent as if all parties had executed one instrument. Such counterparts may be recorded separately or may be combined to form one instrument for recording purposes.

26. ASSIGNMENT

Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed by and between Lessor and Lessee that in the event of any assignment of this lease by Acadian Land Services, LLC, either as to the whole or segregated portion of the land, or as to an undivided interest in the lease, Acadian Land Services, LLC shall be forever discharged from and relieved of all obligations and liabilities with respect to the lease, or segregated portion, or undivided interest, so assigned. However, nothing in this paragraph shall relieve any subsequent assignee of the liabilities, responsibilities and obligations contained herein.

27. SEVERABILITY

No partial invalidity of this lease shall affect the remainder. If any provision of this lease is for any reason and to any extent declared invalid, void, or unenforceable by a court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this lease, and all other provisions shall remain in full force and effect. It is declared to be the intention of the parties hereto that they would have executed all other provisions of this lease without including such part, parts, or portions that may, for any reason and to any extent be hereafter declared invalid or unenforceable.

SIGNED FOR IDENTIFICATION

End of Exhibit "A"

FILED
DISTRICT CLERK OF
JEFFERSON CO TEXAS
8/1/2018 3:23 PM
JAMIE SMITH
DISTRICT CLERK
D-201772

Cause No. D-201,772

ACADIAN LAND SERVICES, LLC)	IN THE DISTRICT COURT
Plaintiff)	
)	
v.)	136 th JUDICIAL DISTRICT
)	
ELIZABETH TOTH, DECEASED AND EACH)	
UNKNOWN HEIR, DEVISEE, BENEFICIARY,)	
PERSONAL REPRESENTATIVE, SUCCESSOR))	
AND/OR ASSIGN)	JEFFERSON COUNTY, TX

**ORDER APPOINTING RECEIVER FOR
MINERAL AND ROYALTY INTEREST OWNED BY ABSENTEE**

On August 1, 2018, the Court considered Plaintiff, Acadian Land Services, LLC’s Motion for Appointment of Receiver for Mineral and Royalty Interests Owned by Absentee.

The Plaintiff, Acadian Land Services, LLC appeared by and through its attorney of record, P. Dean Brinkley. The Defendants, Elizabeth Toth, Deceased and each unknown heir, devisee, beneficiary, personal representative, successor and/or assign, although duly cited by publication, as provided by the Texas Rules of Civil Procedure, and as prescribed in Section 64.091 and 64.093 of the Texas Civil Practice and Remedies Code, failed to appear and wholly made default. Douglas P. Greer, an attorney practicing before this Court, was appointed by the Court as Attorney Ad Litem to represent the interests of the Defendant, her heirs and assigns.

The case was called for trial, and the Plaintiff, buy and through his attorney of record, and the Defendants, by and through their attorney ad litem, announced ready for trial. No jury having been demanded, all matters of fact and of law were submitted to the Court. The Court found and does find that it has jurisdiction of the parties hereto and of the subject matter hereof, and after having examined the pleadings, hearing the evidence and arguments of counsel, the court further finds as follows:

Plaintiff is engaged in oil and gas exploration and development in Jefferson County, and is the holder of certain leasehold interests in and under the following described land in Jefferson County, Texas, to-wit:

That certain tract or parcel of land containing 2.00 acres, more or less, and being the West two (2) acres of Lot number six (6), and Block number seven (7) of Port Acres, a subdivision of Jefferson County, Texas, a plat of which is recorded at Volume 4, Page 42 – 47 of the map records of Jefferson County, Texas, and being the same two (2) acres described in that certain warranty deed with vendor's lien from S. E. Hallums and Carrie Hallums, husband and wife, to R. P. Claywell and Ruby Claywell, husband and wife, recorded in Volume 689 Page 544 of the deed records of Jefferson County, Texas.

Defendants owns an undivided interest in the oil, gas and other minerals in and under the above described lands, as is more particularly set out in Plaintiff's application for appointment of receiver filed herein.

Defendants have been cited by publication in the manner and for the length of time required by the Texas Rules of Civil Procedure, and as prescribed by section 64.091 (d)(2), and 64.093 (d)(2) of the Texas Civil Practice and Remedies Code. The return of citation is on file herein, and is in all things proper and in accordance with the law.

Defendant Toth is deceased and the residences and/or whereabouts of the Defendant's heirs and assigns are unknown. Neither the Defendants nor their heirs have paid taxes on the undivided interest owned by Defendants in the above described lands, nor have they rendered said interests for taxes during the five year period immediately preceding the filing of this action.

Plaintiff has made diligent efforts to locate the above-named Defendants, all of which efforts have been unsuccessful.

Plaintiff has proved to the satisfaction of the Court that it will suffer substantial damage or injury unless a receiver is appointed, as requested herein. The Court finds that the allegations

of substantial injury and damages that will be suffered by Plaintiff if a receiver is not appointed are true. The court further finds that the appointment of a receiver, as requested herein, for oil, gas and mineral development purposes will inure to the benefit of the Defendants as well. Under the provisions of section 64.091 and 64.093 of the Texas Civil Practice and Remedies Code, it is, therefore, in the best interest of the Plaintiff and the Defendant's that the County judge of Jefferson County, Texas, and his successor, be appointed receiver for the undivided mineral and or royalty interest owned herein by the Defendants herein, with the following powers:

To negotiate, execute and deliver to the Plaintiff oil, gas and mineral leases (with pooling and unitization clauses if applicable), ratifications of oil, gas and mineral leases, ratifications of pooling agreements, and to enter into a unitization agreement authorized by the Railroad Commission of Texas, under such terms and conditions as may be prescribed and approved by this Court (and any renewals or extensions thereof); it being ORDERED that such leases, ratifications, unitization agreements, shall cover the entire undivided mineral and or royalty interest owned by the Defendant in the above described lands in Jefferson County

The Court further finds and is satisfied that the Plaintiff has fully complied with all the terms, conditions and provisions of section 64.091 and 64.093 of the Texas Civil Practice and Remedies Code.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Honorable Jeff Brannick, the County Judge of Jefferson County, Texas and his successors, be and is hereby appointed receiver of the undivided interest of the Defendant in the oil, gas and other minerals and the royalty interest of the Defendants in and under, and that may be produced from the above described lands, with all of the powers set out above, and acting in such capacity, is authorized and directed to execute and deliver to Plaintiff, an oil, gas and mineral lease or leases containing pooling and unitization clauses, and other provisions; ratifications of oil, gas and mineral leases; or ratifications of a pooling agreement, all as prescribed by this Court and by law, covering all of

the lands described in Plaintiff's application.

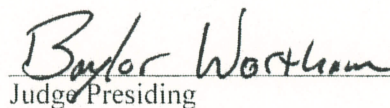
IT IS FURTHER ORDERED that upon commencing the duties as receiver in this cause, the County judge of Jefferson County, Texas shall take the oath required by law, and such appointment shall be effective upon the filing of such oath in this proceeding.

IT IS FURTHER ORDERED that as provided in section 69.091(d)(4) and 64.093(d)(4) of the Texas Civil Practice and Remedies Code, the Receiver is not required to post bond.

IT IS FURTHER ORDERED that all other costs incurred in this proceeding be taxed against and paid out of the money consideration paid for the execution of the leases of these interest by the receiver, money consideration paid for the execution of ratifications by the receiver, or funds later accruing to these royalty interest, and the balance retain for the use and benefit of the defendants.

IT IS FURTHER ORDERED that the receiver shall report the execution of the leases of the interest of the Defendants, the ratifications executed on behalf of the Defendants, to this Court for approval, and that this cause be subject to further orders made by the Court herein.

IT IS FURTHER ORDERED that the proceeds paid by Plaintiff to Defendants be held in the IOLTA account of the Templeton & Brinkley law firm for a period of six months from the date of this Order at which time if not retrieved by lawful owner, are to be turned over to the Texas Comptroller to be held as unclaimed property.


Judge Presiding

Becker

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) Paid Up
With 640 Acres Pooling Provision

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT ("lease") is made as of the 5th day of January 2018, between **MARY JAYNE BECKER**, whose address is 20571 Bobigan Dr. Porter, TX 77365, as Lessor (whether one or more), and **ACADIAN LAND SERVICES, LLC**, a Louisiana limited liability company whose address is 101 West Farrel Rd, Building 1, Lafayette, Louisiana 70508 as Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

SEE EXHIBIT "A" ATTACHED HERE TO AND MADE PART HERE OF, FOR PROPERTY DESCRIPTION AND ADDITIONAL TERMS AND PROVISIONS

In the County of Jefferson, State of Texas, containing 2.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **three (3) years** from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price otherwise paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in

at **address provided herein**

or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mail in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%, and for a gas well or horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessors interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of the decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default of Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Mary J. Becker
Mary Jayne Becker

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Montgomery

This instrument was acknowledged before me on the 5th day of January, 2016, by Mary Jayne Becker.

Matthew A. Tindall
Notary Public:
Notary's Commission Expires:

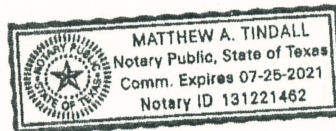


EXHIBIT "A"

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated January 5, 2018 by and between **MARY JAYNE BECKER**, as Lessor(s), and **ACADIAN LAND SERVICES, LLC**, as Lessee.

PROPERTY DESCRIPTION:

That certain tract or parcel of land containing 2.00 acres, more or less, and being the West Two (2) acres of Lot Number Six (6), in Block Number Seven (7) of Port Acres, a Subdivision of Jefferson County, Texas, a plat of which is recorded at Volume 4, Pages 42-47 of the Map Records of Jefferson County, Texas, and being the same Two (2) acres described in that certain Warranty Deed with Vendor's Lien from S. E. Hallums and Carrie Hallums, husband and wife, to R. P. Claywell and Ruby Claywell, husband and wife, recorded in Volume 689 Page 544 of the Deed Records of Jefferson County, Texas.

It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse or other means.

ADDITIONAL TERMS AND PROVISIONS:**15. AGREEMENTS SUPERCEDE**

It is understood and agreed by all parties hereto that the following provisions herein supersede any provisions to the contrary contained in the printed lease hereof.

16. ROYALTY

Notwithstanding anything to the contrary, it is agreed and understood that wherever the fractional figure "one-eighth (1/8)" appears in Paragraph 3 hereof, there shall be substituted therefore the figure "(1/5)".

17. ROYALTY PAYMENTS

Accounting and payments to Lessor of royalties from the production of oil and gas from any well shall commence and thereafter be paid in full compliance with the applicable provisions of Chapter 91 of the Natural Resource Code of Texas.

18. OPTION TO EXTEND

Lessee is hereby granted the right, at its option, to extend the primary term hereof for an additional two (2) year period from the expiration of the original primary term. This option may be exercised by Lessee at any time prior to the expiration of the original primary term by tendering to Lessor the sum of Three Hundred and 00/100 Dollars (\$300.00) per net mineral acre, for each acre that Lessee elects to maintain hereunder for the option period, which acreage is not already being maintained by any other manner provided for herein. Such tender shall be via check delivered to Lessor at the above address (or such other address as Lessor may hereinafter furnish Lessee via written notice). Should the primary term be extended for the option period as herein provided, it shall be considered for all relevant purposes of this lease that this lease originally provided for a primary term of five (5) years.

19. OIL AND GAS ONLY

This lease covers only oil, gas, sulphur and other associated hydrocarbons which can be produced out of and from the bore of a well. Solid minerals, other than sulphur, such as iron, coal, sand, gravel and clay are excluded from this lease.

20. SALT WATER DISPOSAL

Lessee shall have the right to dispose of salt water produced from the leased premises or lands pooled therewith below the surface of the leased premises per the rules and regulations of the appropriate governing authority having jurisdiction over the matter.

21. DAMAGE/CLEAN UP

Should Lessee's operations hereunder cause damage to Lessor's livestock, water, trees, fences, roads, buildings or any other improvements, Lessee agrees to pay to Lessor the actual amount of loss. Lessee further agrees to fill and level all pits and/or excavations so as to return the surface of the herein leased premises to its original condition, as nearly as practicable, within a reasonable length of time after the abandonment of the use of such pits and/or excavations. Any water based drilling mud not containing any deleterious substances may be spread, disced, and leveled by the Lessee near the location where the mud was used as directed by Lessor, per the rules and regulations of the Railroad Commission of Texas. Lessee shall have the right to annularly dispose of all fluids from any well or wells on the leased premises by re-injection of such fluids into the substructure horizon below the fresh water level, per the rules and regulations of the Railroad Commission of Texas. Lessee shall strictly observe and comply with all local, state and federal environmental laws dealing with the herein leased premises and shall indemnify and hold harmless Lessor for any losses incurred as a result of violations thereof.

22. FENCES/CATTLE GUARDS

Lessee shall construct a fence around any drillsite located on lands utilized for raising livestock during drilling operations, and if production is obtained, Lessee shall construct a fence around all production facilities capable of turning cattle and/or livestock. Lessee shall install cattle guards at all fence crossings used by Lessee in connection with operations on the herein leased premises. Should a cattle guard or guards be placed on the premises, then such cattle guard or guards shall be left in place and become the property of the Lessor herein after the expiration of this lease.

23. NO HUNTING

There shall be no hunting or fishing allowed on the leased premises, nor shall any firearms be brought on the leased premises by the Lessee or his assigns, or by any employee, agent, contractor or representative of the Lessee or Lessee's assigns without the prior written consent of the Lessor.

24. RETAINED ACCESS

In the event any portion of the acreage covered by this lease is surrendered for any reason, Lessee shall have a continuous right of ingress and egress for operation and production purposes over, across and under the surrendered acreage to the acreage retained hereunder if such right is necessary for Lessee to have access to the retained acreage.

25. COUNTERPARTS

This lease may be executed in any number of counterparts and shall be binding on each party executing the same to the same extent as if all parties had executed one instrument. Such counterparts may be recorded separately or may be combined to form one instrument for recording purposes.

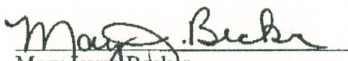
26. ASSIGNMENT

Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed by and between Lessor and Lessee that in the event of any assignment of this lease by Acadian Land Services, LLC, either as to the whole or segregated portion of the land, or as to an undivided interest in the lease, Acadian Land Services, LLC shall be forever discharged from and relieved of all obligations and liabilities with respect to the lease, or segregated portion, or undivided interest, so assigned. However, nothing in this paragraph shall relieve any subsequent assignee of the liabilities, responsibilities and obligations contained herein.

27. SEVERABILITY

No partial invalidity of this lease shall affect the remainder. If any provision of this lease is for any reason and to any extent declared invalid, void, or unenforceable by a court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this lease, and all other provisions shall remain in full force and effect. It is declared to be the intention of the parties hereto that they would have executed all other provisions of this lease without including such part, parts, or portions that may, for any reason and to any extent be hereafter declared invalid or unenforceable.

SIGNED FOR IDENTIFICATION


Mary Jayne Becker

End of Exhibit "A"

Turnipseed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL AND GAS LEASE

STATE: TEXAS

COUNTY: JEFFERSON

LESSOR: **MARCIA KEITH TURNIPSEED, INDIVIDUALLY AND AS POWER OF ATTORNEY FOR CHARLES EDWARD KEITH, SR.**
8149 Friar Point Drive
Port Arthur, Texas 77642

MADA STARK, INDIVIDUALLY AND AS POWER OF ATTORNEY FOR CHARLES EDWARD KEITH, SR.
8149 Friar Point Drive
Port Arthur, Texas 77642

LESSEE: **ACADIAN LAND SERVICES, LLC**
101 W Farrel, Building 1
Lafayette, Louisiana 70508

EFFECTIVE DATE: September 9, 2017

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures and to produce, save, take care of, treat, transport, and own oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

That certain tract or parcel of land containing 2.00 acres, more or less, and being the West Two (2) acres of Lot Number Six (6), in Block Number Seven (7) of Port Acres, a Subdivision of Jefferson County, Texas, a plat of which is recorded at Volume 4, Pages 42-47 of the Map Records of Jefferson County, Texas, and being the same Two (2) acres described in that certain Warranty Deed with Vendor's Lien from S. E. Hallums and Carrie Hallums, husband and wife, to R. P. Claywell and Ruby Claywell, husband and wife, recorded in Volume 689 Page 544 of the Deed Records of Jefferson County, Texas.

It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse or other means.

The Oil and Gas Lease (the "Lease") is for a primary term of three (3) years from the Effective Date stated above, with an option to extend for an additional two (2) years, and is effective as long thereafter as oil, gas, or other minerals are produced in paying quantities from the Lands, or other lands pooled with the Lands, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee. Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed by and between Lessor and Lessee that in the event of any assignment of this lease by Acadian Land Services, LLC, either as to the whole or segregated portion of the land, or as to an undivided interest in the lease, Acadian Land Services, LLC shall be forever discharged from and relieved of all obligations and liabilities with respect to the lease, or segregated portion, or undivided interest, so assigned. However, nothing in this paragraph shall relieve any subsequent assignee of the liabilities, responsibilities and obligations contained herein.

This Memorandum of Oil and Gas Lease may be executed in any number of counterparts and shall be binding on each party executing the same to the same extent as if all parties had executed one instrument. Such counterparts may be recorded separately or may be combined to form one instrument for recording purposes.

This Memorandum is executed as of the date of the acknowledgment, but shall be deemed effective for all purposes as of the Effective Date stated above.

LESSOR:

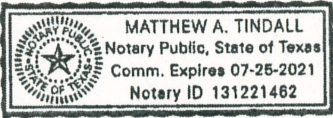
Marcia Keith Turnipseed
Marcia Keith Turnipseed, Individually and as
Power of Attorney for Charles Edward Keith,
Sr.

ACKNOWLEDGMENTS

THE STATE OF Texas §
COUNTY OF Jefferson §

This instrument was acknowledged before me on this 9th day of September, 2017,
by Marcia Keith Turnipseed, Individually and as Power of Attorney for Charles Edward Keith, Sr.

Matthew A. Tindall
NOTARY PUBLIC



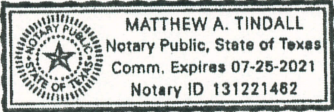
Mada Stark
Mada Stark, Individually and as Power of
Attorney for Charles Edward Keith, Sr.

ACKNOWLEDGMENTS

THE STATE OF Texas §
COUNTY OF Jefferson §

This instrument was acknowledged before me on this 9th day of September, 2017,
by Mada Stark, Individually and as Power of Attorney for Charles Edward Keith, Sr.

Matthew A. Tindall
NOTARY PUBLIC



LESSEE:

ACADIAN LAND SERVICES, LLC
a Louisiana limited liability company

By: _____
Robert T. Fontenot, President

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this ____ day of _____, 201__, before me, the undersigned Notary Public in and for the Parish and State aforesaid, appeared **ROBERT T. FONTENOT**, to me known, who, being by me duly sworn, did say that he is the President of **ACADIAN LAND SERVICES, LLC**, a Louisiana limited liability company, and that the above and foregoing instrument was signed in behalf of said company by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said company.

NOTARY PUBLIC

Notary No. _____

After Recording Return To:
Acadian Land Services, LLC
Attn: Todd Fontenot
101 W Farrel, Bldg 1
Lafayette, Louisiana 70508

Becker

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL AND GAS LEASE

STATE: TEXAS
COUNTY: JEFFERSON
LESSOR: MARY JAYNE BECKER
20571 Bobigan Dr.
Porter, Texas 77365
LESSEE: ACADIAN LAND SERVICES, LLC
101 W Farrel, Building 1
Lafayette, Louisiana 70508

EFFECTIVE DATE: January 5, 2018

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures and to produce, save, take care of, treat, transport, and own oil, gas, and other minerals, all on or from the following lands (the "Lands") in the county and state named above:

That certain tract or parcel of land containing 2.00 acres, more or less, and being the West Two (2) acres of Lot Number Six (6), in Block Number Seven (7) of Port Acres, a Subdivision of Jefferson County, Texas, a plat of which is recorded at Volume 4, Pages 42-47 of the Map Records of Jefferson County, Texas, and being the same Two (2) acres described in that certain Warranty Deed with Vendor's Lien from S. E. Hallums and Carrie Hallums, husband and wife, to R. P. Claywell and Ruby Claywell, husband and wife, recorded in Volume 689 Page 544 of the Deed Records of Jefferson County, Texas.

It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse or other means.

The Oil and Gas Lease (the "Lease") is for a primary term of three (3) years from the Effective Date stated above, with an option to extend for an additional two (2) years, and is effective as long thereafter as oil, gas, or other minerals are produced in paying quantities from the Lands, or other lands pooled with the Lands, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee. Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed by and between Lessor and Lessee that in the event of any assignment of this lease by Acadian Land Services, LLC, either as to the whole or segregated portion of the land, or as to an undivided interest in the lease, Acadian Land Services, LLC shall be forever discharged from and relieved of all obligations and liabilities with respect to the lease, or segregated portion, or undivided interest, so assigned. However, nothing in this paragraph shall relieve any subsequent assignee of the liabilities, responsibilities and obligations contained herein.

This Memorandum of Oil and Gas Lease may be executed in any number of counterparts and shall be binding on each party executing the same to the same extent as if all parties had executed one instrument. Such counterparts may be recorded separately or may be combined to form one instrument for recording purposes.

This Memorandum is executed as of the date of the acknowledgment, but shall be deemed effective for all purposes as of the Effective Date stated above.

LESSOR:

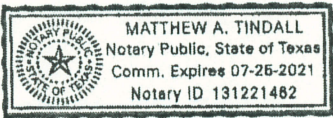
Mary Jayne Becker
MARY JAYNE BECKER

ACKNOWLEDGMENTS

THE STATE OF Texas §
COUNTY OF Montgomery §

This instrument was acknowledged before me on this 5th day of January, 2018
by **Mary Jayne Becker**.

Matthew A. Tindall
NOTARY PUBLIC



LESSEE:

ACADIAN LAND SERVICES, LLC
a Louisiana limited liability company

By: _____
Robert T. Fontenot, President

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this ____ day of _____, 201__, before me, the undersigned Notary Public in and for the Parish and State aforesaid, appeared **ROBERT T. FONTENOT**, to me known, who, being by me duly sworn, did say that he is the President of **ACADIAN LAND SERVICES, LLC**, a Louisiana limited liability company, and that the above and foregoing instrument was signed in behalf of said company by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said company.

NOTARY PUBLIC

Notary No. _____

After Recording Return To:
Acadian Land Services, LLC
Attn: Todd Fontenot
101 W Farrel, Bldg 1
Lafayette, Louisiana 70508

SANFORD

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) Paid Up
With 640 Acres Pooling Provision

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT ("lease") is made as of the 5th day of January 2018, between DONALD SANFORD, whose address is 20517 Bobigan Dr. Porter, TX 77365, as Lessor (whether one or more), and ACADIAN LAND SERVICES, LLC, a Louisiana limited liability company whose address is 101 West Farrel Rd, Building 1, Lafayette, Louisiana 70508 as Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

SEE EXHIBIT "A" ATTACHED HERE TO AND MADE PART HERE OF, FOR PROPERTY DESCRIPTION AND ADDITIONAL TERMS AND PROVISIONS

in the County of Jefferson, State of Texas, containing 2.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in

at **address provided herein**

or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mail in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%, and for a gas well or horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessors interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of the decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default of Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Donald Sanford
Donald Sanford

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Montgomery

This instrument was acknowledged before me on the 5th day of January, 2014, by **Donald Sanford**.

Notary Public:
Notary's Commission Expires:

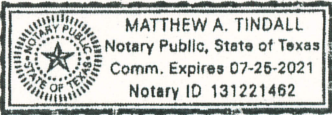


EXHIBIT "A"

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated January 5, 2018 by and between DONALD SANFORD, as Lessor(s), and ACADIAN LAND SERVICES, LLC, as Lessee.

PROPERTY DESCRIPTION:

That certain tract or parcel of land containing 2.00 acres, more or less, and being the West Two (2) acres of Lot Number Six (6), in Block Number Seven (7) of Port Acres, a Subdivision of Jefferson County, Texas, a plat of which is recorded at Volume 4, Pages 42-47 of the Map Records of Jefferson County, Texas, and being the same Two (2) acres described in that certain Warranty Deed with Vendor's Lien from S. E. Hallums and Carrie Hallums, husband and wife, to R. P. Claywell and Ruby Claywell, husband and wife, recorded in Volume 689 Page 544 of the Deed Records of Jefferson County, Texas.

It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse or other means.

ADDITIONAL TERMS AND PROVISIONS:

15. AGREEMENTS SUPERCEDE

It is understood and agreed by all parties hereto that the following provisions herein supersede any provisions to the contrary contained in the printed lease hereof.

16. ROYALTY

Notwithstanding anything to the contrary, it is agreed and understood that wherever the fractional figure "one-eighth (1/8)" appears in Paragraph 3 hereof, there shall be substituted therefore the figure "(1/5)".

17. ROYALTY PAYMENTS

Accounting and payments to Lessor of royalties from the production of oil and gas from any well shall commence and thereafter be paid in full compliance with the applicable provisions of Chapter 91 of the Natural Resource Code of Texas.

18. OPTION TO EXTEND

Lessee is hereby granted the right, at its option, to extend the primary term hereof for an additional two (2) year period from the expiration of the original primary term. This option may be exercised by Lessee at any time prior to the expiration of the original primary term by tendering to Lessor the sum of Three Hundred and 00/100 Dollars (\$300.00) per net mineral acre, for each acre that Lessee elects to maintain hereunder for the option period, which acreage is not already being maintained by any other manner provided for herein. Such tender shall be via check delivered to Lessor at the above address (or such other address as Lessor may hereinafter furnish Lessee via written notice). Should the primary term be extended for the option period as herein provided, it shall be considered for all relevant purposes of this lease that this lease originally provided for a primary term of five (5) years.

19. OIL AND GAS ONLY

This lease covers only oil, gas, sulphur and other associated hydrocarbons which can be produced out of and from the bore of a well. Solid minerals, other than sulphur, such as iron, coal, sand, gravel and clay are excluded from this lease.

20. SALT WATER DISPOSAL

Lessee shall have the right to dispose of salt water produced from the leased premises or lands pooled therewith below the surface of the leased premises per the rules and regulations of the appropriate governing authority having jurisdiction over the matter.

21. DAMAGE/CLEAN UP

Should Lessee's operations hereunder cause damage to Lessor's livestock, water, trees, fences, roads, buildings or any other improvements, Lessee agrees to pay to Lessor the actual amount of loss. Lessee further agrees to fill and level all pits and/or excavations so as to return the surface of the herein leased premises to its original condition, as nearly as practicable, within a reasonable length of time after the abandonment of the use of such pits and/or excavations. Any water based drilling mud not containing any deleterious substances may be spread, disced, and leveled by the Lessee near the location where the mud was used as directed by Lessor, per the rules and regulations of the Railroad Commission of Texas. Lessee shall have the right to annularly dispose of all fluids from any well or wells on the leased premises by re-injection of such fluids into the substructure horizon below the fresh water level, per the rules and regulations of the Railroad Commission of Texas. Lessee shall strictly observe and comply with all local, state and federal environmental laws dealing with the herein leased premises and shall indemnify and hold harmless Lessor for any losses incurred as a result of violations thereof.

22. FENCES/CATTLE GUARDS

Lessee shall construct a fence around any drillsite located on lands utilized for raising livestock during drilling operations, and if production is obtained, Lessee shall construct a fence around all production facilities capable of turning cattle and/or livestock. Lessee shall install cattle guards at all fence crossings used by Lessee in connection with operations on the herein leased premises. Should a cattle guard or guards be placed on the premises, then such cattle guard or guards shall be left in place and become the property of the Lessor herein after the expiration of this lease.

23. NO HUNTING

There shall be no hunting or fishing allowed on the leased premises, nor shall any firearms be brought on the leased premises by the Lessee or his assigns, or by any employee, agent, contractor or representative of the Lessee or Lessee's assigns without the prior written consent of the Lessor.

24. RETAINED ACCESS

In the event any portion of the acreage covered by this lease is surrendered for any reason, Lessee shall have a continuous right of ingress and egress for operation and production purposes over, across and under the surrendered acreage to the acreage retained hereunder if such right is necessary for Lessee to have access to the retained acreage.

25. COUNTERPARTS

This lease may be executed in any number of counterparts and shall be binding on each party executing the same to the same extent as if all parties had executed one instrument. Such counterparts may be recorded separately or may be combined to form one instrument for recording purposes.

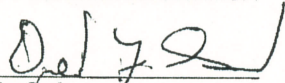
26. ASSIGNMENT

Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed by and between Lessor and Lessee that in the event of any assignment of this lease by Acadian Land Services, LLC, either as to the whole or segregated portion of the land, or as to an undivided interest in the lease, Acadian Land Services, LLC shall be forever discharged from and relieved of all obligations and liabilities with respect to the lease, or segregated portion, or undivided interest, so assigned. However, nothing in this paragraph shall relieve any subsequent assignee of the liabilities, responsibilities and obligations contained herein.

27. SEVERABILITY

No partial invalidity of this lease shall affect the remainder. If any provision of this lease is for any reason and to any extent declared invalid, void, or unenforceable by a court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this lease, and all other provisions shall remain in full force and effect. It is declared to be the intention of the parties hereto that they would have executed all other provisions of this lease without including such part, parts, or portions that may, for any reason and to any extent be hereafter declared invalid or unenforceable.

SIGNED FOR IDENTIFICATION


Donald Sanford

End of Exhibit "A"

KEITH

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) Paid Up
With 640 Acres Pooling Provision

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT ("lease") is made as of the 9th day of September, 2017, between Marcia Keith Turnipseed, Individually and as Power of Attorney for Charles Edward Keith, Sr. and Mada Stark, Individually and as Power of Attorney for Charles Edward Keith, Sr. whose address is 8149 Friar Point Drive Port Arthur, TX 77642, as Lessor (whether one or more), and ACADIAN LAND SERVICES, LLC, a Louisiana limited liability company whose address is 101 West Farrel Rd, Building 1, Lafayette, Louisiana 70508 as Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

SEE EXHIBIT "A" ATTACHED HERE TO AND MADE PART HERE OF, FOR PROPERTY DESCRIPTION AND ADDITIONAL TERMS AND PROVISIONS

In the County of Jefferson, State of Texas, containing 2.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **three (3)** years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be one-eighth of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in

at **address provided herein**

or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mail in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%, and for a gas well or horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessors interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of the decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default of Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor,

LESSOR (WHETHER ONE OR MORE)

Marcia Keith Turnipseed
Marcia Keith Turnipseed, Individually and as Power of Attorney for Charles Edward Keith, Sr.

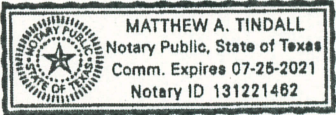
Mada Stark
Mada Stark, Individually and as Power of Attorney for Charles Edward Keith, Sr.

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Jefferson

This instrument was acknowledged before me on the 9th day of September, 201 7, by **Marcia Keith Turnipseed, Individually and as Power of Attorney for Charles Edward Keith, Sr.**

Matthew A. Tindall
Notary Public:
Notary's Commission Expires:



ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Jefferson

This instrument was acknowledged before me on the 9th day of September, 201 7, by **Mada Stark, Individually and as Power of Attorney for Charles Edward Keith, Sr.**

Matthew A. Tindall
Notary Public:
Notary's Commission Expires:

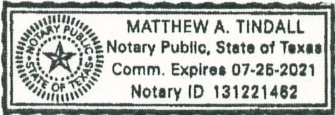


EXHIBIT "A"

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated **September 9, 2017** by and between **Marcia Keith Turnipseed, Individually and as Power of Attorney for Charles Edward Keith, Sr. and Mada Stark, Individually and as Power of Attorney for Charles Edward Keith, Sr. as Lessor(s), and ACADIAN LAND SERVICES, LLC, as Lessee.**

PROPERTY DESCRIPTION:

That certain tract or parcel of land containing 2.00 acres, more or less, and being the West Two (2) acres of Lot Number Six (6), in Block Number Seven (7) of Port Acres, a Subdivision of Jefferson County, Texas, a plat of which is recorded at Volume 4, Pages 42-47 of the Map Records of Jefferson County, Texas, and being the same Two (2) acres described in that certain Warranty Deed with Vendor's Lien from S. E. Hallums and Carrie Hallums, husband and wife, to R. P. Claywell and Ruby Claywell, husband and wife, recorded in Volume 689 Page 544 of the Deed Records of Jefferson County, Texas.

It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse or other means.

ADDITIONAL TERMS AND PROVISIONS:

15. AGREEMENTS SUPERCEDE

It is understood and agreed by all parties hereto that the following provisions herein supersede any provisions to the contrary contained in the printed lease hereof.

16. ROYALTY

Notwithstanding anything to the contrary, it is agreed and understood that wherever the fractional figure "one-eighth (1/8)" appears in Paragraph 3 hereof, there shall be substituted therefor the figure "(1/5)".

17. ROYALTY PAYMENTS

Accounting and payments to Lessor of royalties from the production of oil and gas from any well shall commence and thereafter be paid in full compliance with the applicable provisions of Chapter 91 of the Natural Resource Code of Texas.

18. OPTION TO EXTEND

Lessee is hereby granted the right, at its option, to extend the primary term hereof for an additional two (2) year period from the expiration of the original primary term. This option may be exercised by Lessee at any time prior to the expiration of the original primary term by tendering to Lessor the sum of three hundred and 00/100 Dollars (\$300.00) per net mineral acre, for each acre that Lessee elects to maintain hereunder for the option period, which acreage is not already being maintained by any other manner provided for herein. Such tender shall be via check delivered to Lessor at the above address (or such other address as Lessor may hereinafter furnish Lessee via written notice). Should the primary term be extended for the option period as herein provided, it shall be considered for all relevant purposes of this lease that this lease originally provided for a primary term of five (5) years.

19. OIL AND GAS ONLY

This lease covers only oil, gas, sulphur and other associated hydrocarbons which can be produced out of and from the bore of a well. Solid minerals, other than sulphur, such as iron, coal, sand, gravel and clay are excluded from this lease.

20. SALT WATER DISPOSAL

Lessee shall have the right to dispose of salt water produced from the leased premises or lands pooled therewith below the surface of the leased premises per the rules and regulations of the appropriate governing authority having jurisdiction over the matter.

21. DAMAGE/CLEAN UP

Should Lessee's operations hereunder cause damage to Lessor's livestock, water, trees, fences, roads, buildings or any other improvements, Lessee agrees to pay to Lessor the actual amount of loss. Lessee further agrees to fill and level all pits and/or excavations so as to return the surface of the herein leased premises to its original condition, as nearly as practicable, within a reasonable length of time after the abandonment of the use of such pits and/or excavations. Any water based drilling mud not containing any deleterious substances may be spread, disced, and leveled by the Lessee near the location where the mud was used as directed by Lessor, per the rules and regulations of the Railroad Commission of Texas. Lessee shall have the right to annularly dispose of all fluids from any well or wells on the leased premises by re-injection of such fluids into the substructure horizon below the fresh water level, per the rules and regulations of the Railroad Commission of Texas. Lessee shall strictly observe and comply with all local, state and federal environmental laws dealing with the herein leased premises and shall indemnify and hold harmless Lessor for any losses incurred as a result of violations thereof.

22. FENCES/CATTLE GUARDS

Lessee shall construct a fence around any drillsite located on lands utilized for raising livestock during drilling operations, and if production is obtained, Lessee shall construct a fence around all production facilities capable of turning cattle and/or livestock. Lessee shall install cattle guards at all fence crossings used by Lessee in connection with operations on the herein leased premises. Should a cattle guard or guards be placed on the premises, then such cattle guard or guards shall be left in place and become the property of the Lessor herein after the expiration of this lease.

23. NO HUNTING

There shall be no hunting or fishing allowed on the leased premises, nor shall any firearms be brought on the leased premises by the Lessee or his assigns, or by any employee, agent, contractor or representative of the Lessee or Lessee's assigns without the prior written consent of the Lessor.

24. RETAINED ACCESS

In the event any portion of the acreage covered by this lease is surrendered for any reason, Lessee shall have a continuous right of ingress and egress for operation and production purposes over, across and under the surrendered acreage to the acreage retained hereunder if such right is necessary for Lessee to have access to the retained acreage.

25. COUNTERPARTS

This lease may be executed in any number of counterparts and shall be binding on each party executing the same to the same extent as if all parties had executed one instrument. Such counterparts may be recorded separately or may be combined to form one instrument for recording purposes.

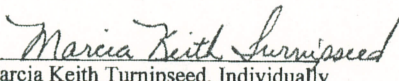
26. ASSIGNMENT

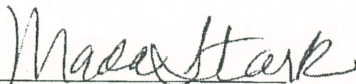
Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed by and between Lessor and Lessee that in the event of any assignment of this lease by Acadian Land Services, LLC, either as to the whole or segregated portion of the land, or as to an undivided interest in the lease, Acadian Land Services, LLC shall be forever discharged from and relieved of all obligations and liabilities with respect to the lease, or segregated portion, or undivided interest, so assigned. However, nothing in this paragraph shall relieve any subsequent assignee of the liabilities, responsibilities and obligations contained herein.

27. SEVERABILITY

No partial invalidity of this lease shall affect the remainder. If any provision of this lease is for any reason and to any extent declared invalid, void, or unenforceable by a court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this lease, and all other provisions shall remain in full force and effect. It is declared to be the intention of the parties hereto that they would have executed all other provisions of this lease without including such part, parts, or portions that may, for any reason and to any extent be hereafter declared invalid or unenforceable.

SIGNED FOR IDENTIFICATION


 Marcia Keith Turnipseed, Individually
 and as Power of Attorney for
 Charles Edward Keith, Sr.


 Mada Stark, Individually and as Power
 of Attorney for Charles Edward Keith, Sr.

End of Exhibit "A"

101H

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL AND GAS LEASE

STATE: TEXAS

COUNTY: JEFFERSON

LESSOR: _____

LESSEE: ACADIAN LAND SERVICES, LLC
101 W Farrel Rd, Bldg 1
Lafayette, Louisiana 70508

EFFECTIVE DATE: _____, 2018

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures and to produce, save, take care of, treat, transport, and own oil, gas, and other minerals, all on or from the following lands (the “Lands”) in the county and state named above:

That certain tract or parcel of land containing 2.00 acres, more or less, and being the West Two (2) acres of Lot Number Six (6), in Block Number Seven (7) of Port Acres, a Subdivision of Jefferson County, Texas, a plat of which is recorded at Volume 4, Pages 42-47 of the Map Records of Jefferson County, Texas, and being the same Two (2) acres described in that certain Warranty Deed with Vendor’s Lien from S. E. Hallums and Carrie Hallums, husband and wife, to R. P. Claywell and Ruby Claywell, husband and wife, recorded in Volume 689 Page 544 of the Deed Records of Jefferson County, Texas.

It is the intention of this lease to cover and include any mineral interest which the Lessor may own in and to the above described tract, including streets, roads, canals, drainage ditches, rights of way or other servitudes, including, but not limited to, any reversionary interest which Lessor may acquire in the same, by prescription of nonuse or other means.

The Oil and Gas Lease (the “Lease”) is for a primary term of three (3) years from the Effective Date stated above, with an option to extend for an additional two (2) years, and is effective as long thereafter as oil, gas, or other minerals are produced in paying quantities from the Lands, or other lands pooled with the Lands, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee. Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed by and between Lessor and

This Memorandum is executed as of the date of the acknowledgment, but shall be deemed effective for all purposes as of the Effective Date stated above.

LESSOR:

ACKNOWLEDGMENTS

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2018,
by _____.

NOTARY PUBLIC

LESSEE:

ACADIAN LAND SERVICES, LLC
a Louisiana limited liability company

By: _____
Robert Todd Fontenot, President

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF LAFAYETTE

On this ____ day of _____, 2018, before me, the undersigned Notary Public in and for the Parish and State aforesaid, appeared **ROBERT TODD FONTENOT**, to me known, who, being by me duly sworn, did say that he is the President of **ACADIAN LAND SERVICES, LLC**, a Louisiana limited liability company, and that the above and foregoing instrument was signed in behalf of said company by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said company.

NOTARY PUBLIC

Notary No. _____

After Recording Return To:
Acadian Land Services, LLC
Attn: Randall Smith
101 W Farrel Rd, Bldg 1
Lafayette, Louisiana 70508

**AGENDA ITEM****August 20, 2018**

Consider, possibly approve, authorize the County Judge to execute receive and file Abatement Agreement for Property Located in the Orbit Gulf Coast Ethane Reinvestment Zone, pursuant to Section 312.401, Texas Tax Code.



STATE OF TEXAS

§

§

COUNTY OF JEFFERSON

§

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE
ORBIT GULF COAST ETHANE REINVESTMENT ZONE**

Pursuant to Section 312.402 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Orbit Gulf Coast NGL Exports_ (hereinafter sometimes referred to as ORBIT OR "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Orbit Gulf Coast Ethane Reinvestment Zone, the designation of which was implemented by order of the Jefferson County Commissioners Court dated June 25, 2018 (hereinafter referred to as the "Reinvestment Zone."

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

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

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by order of the Jefferson County Commissioners Court, the legal description for which is attached hereto as Exhibit "C."

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

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE ORBIT GULF COAST ETHANE REINVESTMENT ZONE.

3. DEFINITIONS

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

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

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

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

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

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or

leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

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

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

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

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

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement shall begin on January 1, 2021 and shall terminate on December 31, 2026 unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2021, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

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

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter of 2021, maintain a level of not less than five () new full-time jobs, using headcount as of January, 2021 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 15 full-time jobs for total on-site employment by owner during said term. In the event that such employment falls below 15 full-time jobs for total on-site employment, the Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 15 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$300,000,000;
- d. If, during the period of this AGREEMENT, any Federal or State law provides an additional tax exemption for the property that is already the subject of this AGREEMENT, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.
- e. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- f. Report and certify to the COUNTY the requisite cost of the PROJECT within

120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

i. Owner will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas.

g. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing

(i) "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine-county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.

(ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

iii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials. Owner agrees that it will provide sufficient notice and information regarding the project to qualified local contractors to enable them to submit bids for materials in the early procurement processes.

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

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

6. VALUE OF ABATEMENT

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

The Abatement during each tax year covered by this Agreement shall be the excess of the taxable value of the Project on January 1st of each tax year over the Base Year Value, multiplied by the abatement percentage for each year, as set forth on the Tax Abatement Schedule.

7. QUARTERLY MONITORING MEETINGS

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

8. TAXABILITY

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

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

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2018, (year abatement executed) as set forth on attached Exhibit "B", and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of Owner's abatement shall be made should any reduction to Taxable Value of Owner's Eligible Property result from a Force Majeure event.

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

It is specifically understood and agreed by the owner that, if at any time during the effective dates of an agreement relating to abatement, the owner files or prosecutes an action to contest the appraised value of any property of the owner or owner's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner or its affiliates shall become null and void and cancelled. Nothing in this agreement shall limit Owner's right to appeal or contest the fair market value appraisal of any property of the owner or owner's affiliates.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a

portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly. It is understood and agreed that owner will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of sixty (60) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within sixty (60) days, then such party shall not be in default so long as such party has commenced such cure within sixty (60) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. ASSIGNMENT

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

13. ENTIRE AGREEMENT

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

14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

15. NOTICE

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

COMPANY: Orbit Gulf Coast NGL Exports
800 E. Sonterra Blvd. Suite 400
San Antonio, TX 78258

Or: _____

With a _____
 Copy to _____

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

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

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

16. MERGER

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

17. INTERPRETATION

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

18. APPLICABLE LAW AND VENUE

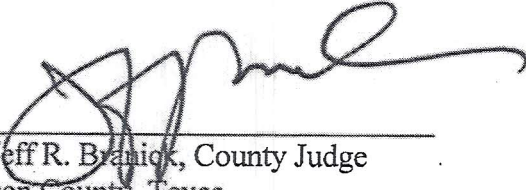
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

19. SEVERABILITY

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

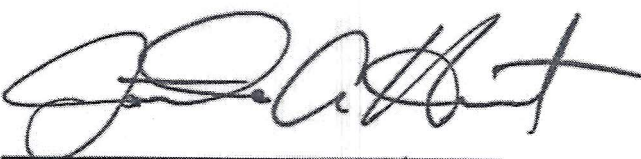
Executed in duplicate this the 20 day of AUG, 2018.

FOR THE COUNTY:



Hon. Jeff R. Brannick, County Judge
Jefferson County, Texas

FOR THE COMPANY:



Name: Jonathan A. Hunt
Title: Vice President - Terminal Operations
Energy Transfer Partners

EXHIBIT A “Description of Project”

The proposed project will encompass construction of new Ethane facilities with an investment of \$300,000,000 and the creation of fifteen (15) new permanent employees.

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1.	2021	100 %
2.	2022	100 %
3.	2023	80%
4.	2024	80%
5.	2025	60%
6.	2026	60%

EXHIBIT B “Base Year Property”

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

EXHIBIT C – “Reinvestment Zone”

”

EXHIBIT D – “List of HUB/ DBE Companies”

Exhibit "E"

Jefferson County Abatement Policy

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

EXHIBIT "F" - AFFILIATES OF OWNER
(Owner is to verify that affiliates are known to the Jefferson Central Appraisal District)

**AGENDA ITEM****August 20, 2018**

Consider, possibly approve, authorize the County Judge to execute receive and file Abatement Agreement for Property Located in the Orbit Gulf Coast Ethane Reinvestment Zone, pursuant to Section 312.401, Texas Tax Code.



STATE OF TEXAS

§

§

COUNTY OF JEFFERSON

§

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE
ORBIT GULF COAST ETHANE REINVESTMENT ZONE**

Pursuant to Section 312.402 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Orbit Gulf Coast NGL Exports_ (hereinafter sometimes referred to as ORBIT OR "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Orbit Gulf Coast Ethane Reinvestment Zone, the designation of which was implemented by order of the Jefferson County Commissioners Court dated June 25, 2018 (hereinafter referred to as the "Reinvestment Zone."

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

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

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by order of the Jefferson County Commissioners Court, the legal description for which is attached hereto as Exhibit "C."

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

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE ORBIT GULF COAST ETHANE REINVESTMENT ZONE.

3. DEFINITIONS

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

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

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

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

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

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or

leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

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

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

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

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

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement shall begin on January 1, 2021 and shall terminate on December 31, 2026 unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2021, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

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

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter of 2021, maintain a level of not less than five () new full-time jobs, using headcount as of January, 2021 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 15 full-time jobs for total on-site employment by owner during said term. In the event that such employment falls below 15 full-time jobs for total on-site employment, the Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 15 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$300,000,000;
- d. If, during the period of this AGREEMENT, any Federal or State law provides an additional tax exemption for the property that is already the subject of this AGREEMENT, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.
- e. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- f. Report and certify to the COUNTY the requisite cost of the PROJECT within

120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

i. Owner will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas.

g. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing

(i) "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine-county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.

(ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

iii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials. Owner agrees that it will provide sufficient notice and information regarding the project to qualified local contractors to enable them to submit bids for materials in the early procurement processes.

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

- m. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
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- o. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- p. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

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portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly. It is understood and agreed that owner will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of sixty (60) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within sixty (60) days, then such party shall not be in default so long as such party has commenced such cure within sixty (60) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. ASSIGNMENT

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

13. ENTIRE AGREEMENT

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

14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

15. NOTICE

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

COMPANY: Orbit Gulf Coast NGL Exports
800 E. Sonterra Blvd. Suite 400
San Antonio, TX 78258

Or: _____

With a
 Copy to _____

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

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

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

16. MERGER

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

17. INTERPRETATION

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

18. APPLICABLE LAW AND VENUE

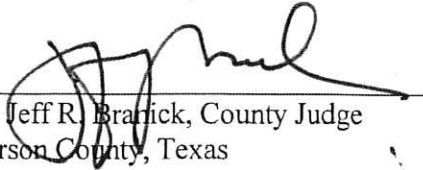
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

19. SEVERABILITY

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

Executed in duplicate this the 20th day of AUG, 2018.

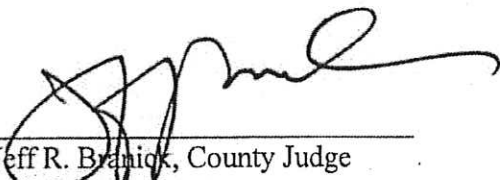
FOR THE COUNTY:



Hon. Jeff R. Brantick, County Judge
Jefferson County, Texas

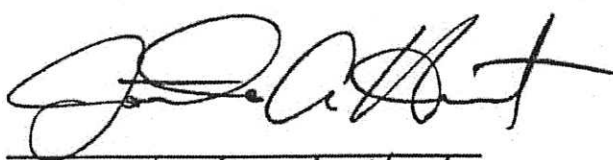
FOR THE COMPANY:

Name: _____
Title: _____



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

FOR THE COMPANY:



Name: Jonathan A. Hunt
Title: Vice President - Terminal Operations
Energy Transfer Partners

EXHIBIT A "Description of Project"

The proposed project will encompass construction of new Ethane facilities with an investment of \$300,000,000 and the creation of fifteen (15) new permanent employees.

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1.	2021	100 %
2.	2022	100 %
3.	2023	80%
4.	2024	80%
5.	2025	60%
6.	2026	60%

EXHIBIT B "Base Year Property"

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

EXHIBIT C – “Reinvestment Zone”

”

EXHIBIT D – “List of HUB/ DBE Companies”

Exhibit "E"

Jefferson County Abatement Policy

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

EXHIBIT "F" - AFFILIATES OF OWNER
(Owner is to verify that affiliates are known to the Jefferson Central Appraisal District)

**AGENDA ITEM****June 25, 2018**

Consider and possibly approve an Order establishing the Orbit Gulf Coast Ethane Reinvestment Zone pursuant to Sec.312.401, Tax Code.

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312. 401 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

Section 1. That the Commissioners Court hereby designates the property, 2300 N Twin City Hwy, Nederland, TX, Jefferson County, Texas 77627, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as the Orbit Gulf Coast Ethane Reinvestment Zone (the "Zone")

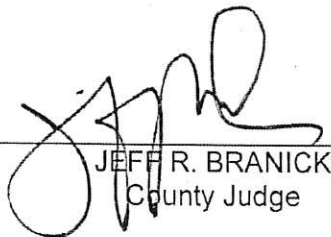
Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act").)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4 That the Commissioners Court held a public hearing to consider this Order on the _____ day of June, 2018.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 25th day of June, 2018.


JEFF R. BRANICK
County Judge




COMMISSIONER EDDIE ARNOLD
Precinct No. 1

// Absent

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2

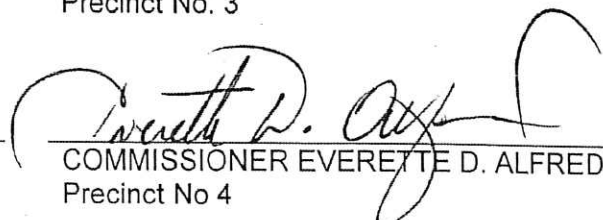
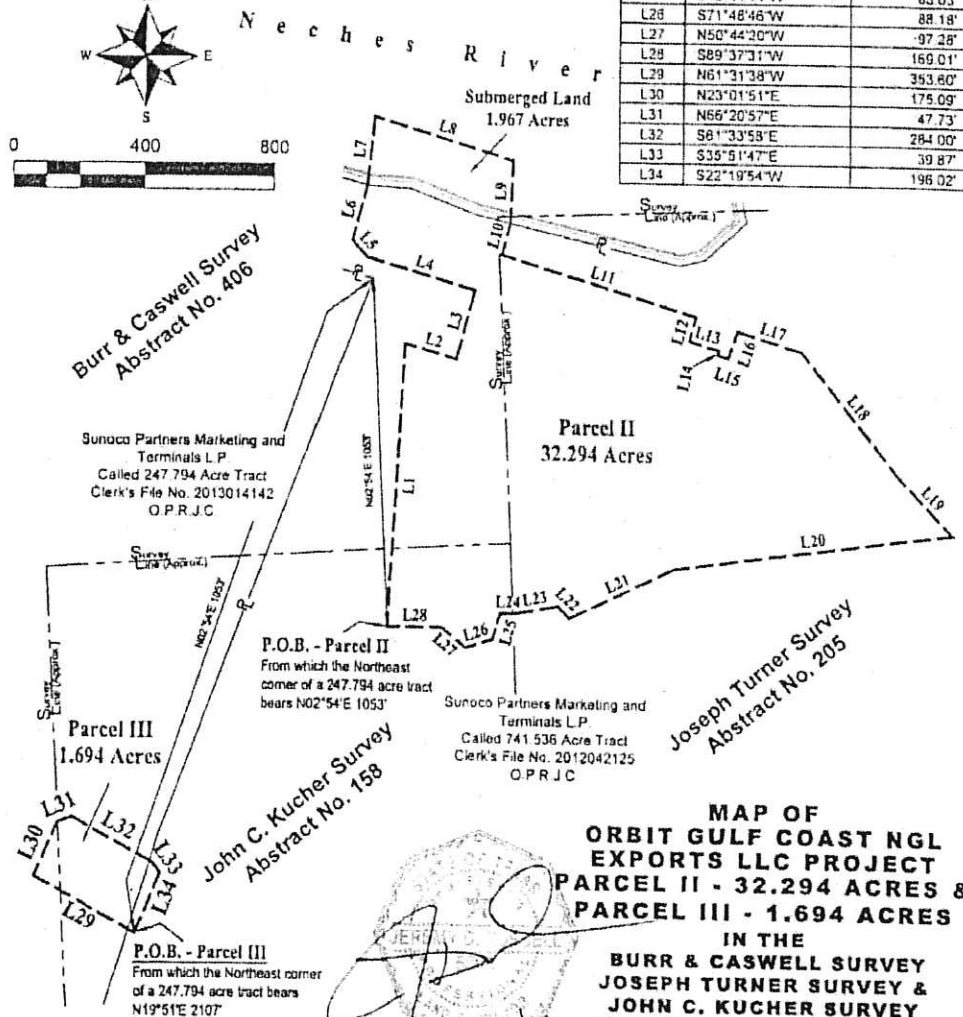
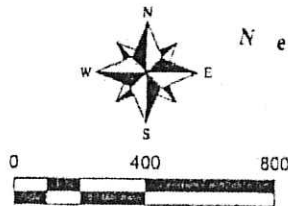

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

Exhibit A

LINE	BEARING	DISTANCE
L1	N03°04'33"E	858.10'
L2	S74°49'03"E	167.32'
L3	N15°26'29"E	216.23'
L4	N74°09'09"W	352.50'
L5	N42°05'31"W	68.34'
L6	N15°11'12"E	173.79'
L7	N05°49'21"E	207.08'
L8	S73°50'43"E	452.45'
L9	S02°03'39"W	190.20'
L10	S15°25'30"W	96.89'
L11	S73°29'18"E	833.60'
L12	S16°07'17"W	76.11'
L13	S73°21'26"E	96.02'
L14	S12°23'06"W	12.81'
L15	S70°53'45"E	31.63'
L16	N19°22'10"E	86.25'
L17	S72°49'31"E	203.56'
L18	S39°02'29"E	470.79'
L19	S44°29'44"E	249.33'
L20	S82°12'06"W	865.79'
L21	S64°34'47"W	357.65'
L22	N46°01'13"W	49.42'
L23	S80°13'09"W	135.80'
L24	N90°00'00"W	45.66'
L25	S16°41'14"W	83.03'
L26	S71°48'46"W	88.18'
L27	N50°44'20"W	97.28'
L28	S89°37'31"W	169.01'
L29	N61°31'38"W	353.60'
L30	N23°01'51"E	175.09'
L31	N56°20'57"E	47.73'
L32	S61°33'58"E	284.00'
L33	S35°51'47"E	39.87'
L34	S22°19'54"W	196.02'



**MAP OF
ORBIT GULF COAST NGL
EXPORTS LLC PROJECT
PARCEL II - 32.294 ACRES &
PARCEL III - 1.694 ACRES
IN THE
BURR & CASWELL SURVEY
JOSEPH TURNER SURVEY &
JOHN C. KUCHER SURVEY
JEFFERSON COUNTY, TEXAS**

MARCH 2018 JOB NO. LJA5403-1805

LJA SURVEYING, INC.

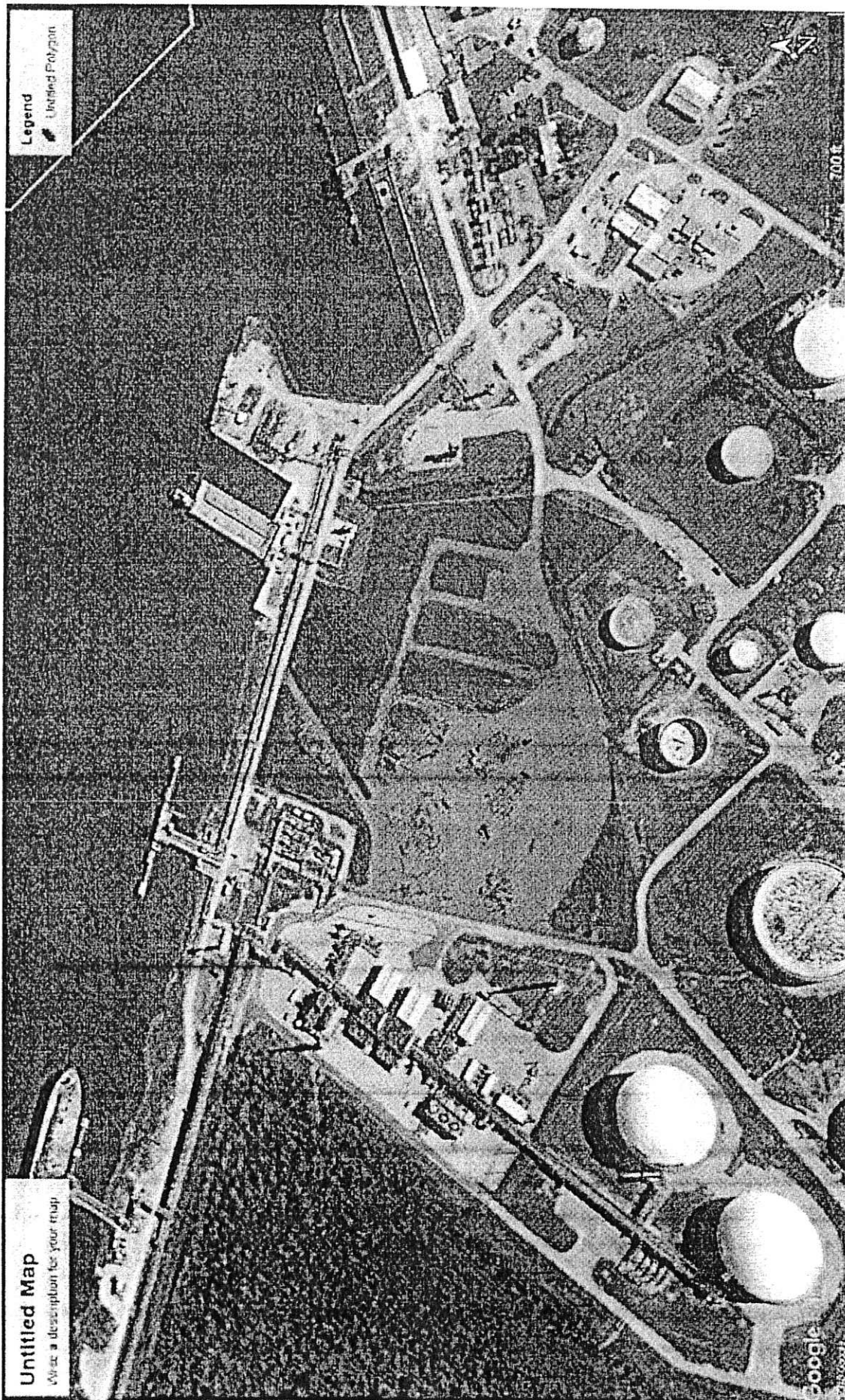
2615 Calder Ave, Suite 500
Beaumont, Texas 77702

Tel: 409.833.3363
Fax: 409.833.0317
TBPLS Firm No. 10105600

General Notes:

1. Horizontal Data is based upon the Texas Coordinate System of 1983 (2011), South Central Zone "4204" (US Survey foot).
2. This plat does not represent an on the ground survey and no field work was performed for the preparation of this plat.
3. This plat is being submitted along with the Surveyor's field note description.
4. This plat was prepared for the purpose of a Tax Abatement plat only.

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Orbit Gulf Coast NGL Exports LLC Project

Parcel II

BEING a 32.294 acre tract of land out of and a part of that certain Sunoco Partners Marketing and Terminals L.P. called 741.536 acre tract of land, more fully described and recorded in Clerk's File No. 2012042125 of the Official Public Records of Jefferson County, Texas. Said 32.294 acre tract of land being situated in the Burr & Caswell survey, Abstract No. 406, John C. Kucher Survey, Abstract No. 158 and the Joseph Turner Survey, Abstract No. 205, Jefferson County, Texas and being more fully described as follows:

BEGINNING at the Southwest corner of the herein described tract, from which the Northeast corner of that certain Sunoco Partners Marketing and Terminals L.P. called 247.794 acre tract, more fully described and recorded in Clerk's File No. 2013014142 of said Official Public Records, same being an Ell corner of said 741.536 acre tract bears North 02 deg. 54 min. East, a distance of 1053 feet to a point;

THENCE in a Northerly direction over and across said 741.536 acre tract the following calls and distances:

North 03 deg. 04 min. 33 sec. East, a distance of 858.10 feet to a point;
South 74 deg. 49 min. 03 sec. East, a distance of 167.32 feet to a point;
North 15 deg. 26 min. 29 sec. East, a distance of 216.23 feet to a point;
North 74 deg. 09 min. 09 sec. West, a distance of 352.50 feet to a point;
North 42 deg. 05 min. 31 sec. West, a distance of 68.34 feet to a point;
North 15 deg. 11 min. 12 sec. East, a distance of 173.79 feet to a point on the north line of said 741.536 acre tract;

THENCE North 05 deg. 49 min. 21 sec. East over the Neches River, a distance of 207.08 feet to a point near the Northwest corner of Dock No. 2;

THENCE South 73 deg. 50 min. 43 sec. East along and with the Northeast line of said Dock No. 2 a distance of 452.45 feet to a point near the Northeast corner of said Dock No. 2,

THENCE South 02 deg. 03 min. 39 sec. West, a distance of 190.20 feet to a point on the North line of said 741.536 acre tract,

THENCE in a Southeasterly direction over and across said 741.536 acre tract the following calls and distances:

South 15 deg. 25 min. 30 sec. West, a distance of 98.99 feet to a point;
South 73 deg. 29 min. 18 sec. East, a distance of 633.60 feet to a point;
South 16 deg. 07 min. 17 sec. West, a distance of 76.11 feet to a point;
South 73 deg. 21 min. 26 sec. East, a distance of 96.02 feet to a point;
South 12 deg. 23 min. 06 sec. West, a distance of 12.81 feet to a point;
South 70 deg. 53 min. 45 sec. East, a distance of 31.63 feet to a point;
North 19 deg. 22 min. 10 sec. East, a distance of 86.25 feet to a point;
South 72 deg. 49 min. 31 sec. East, a distance of 203.56 feet to a point;
South 39 deg. 02 min. 29 sec. East, a distance of 470.79 feet to a point.

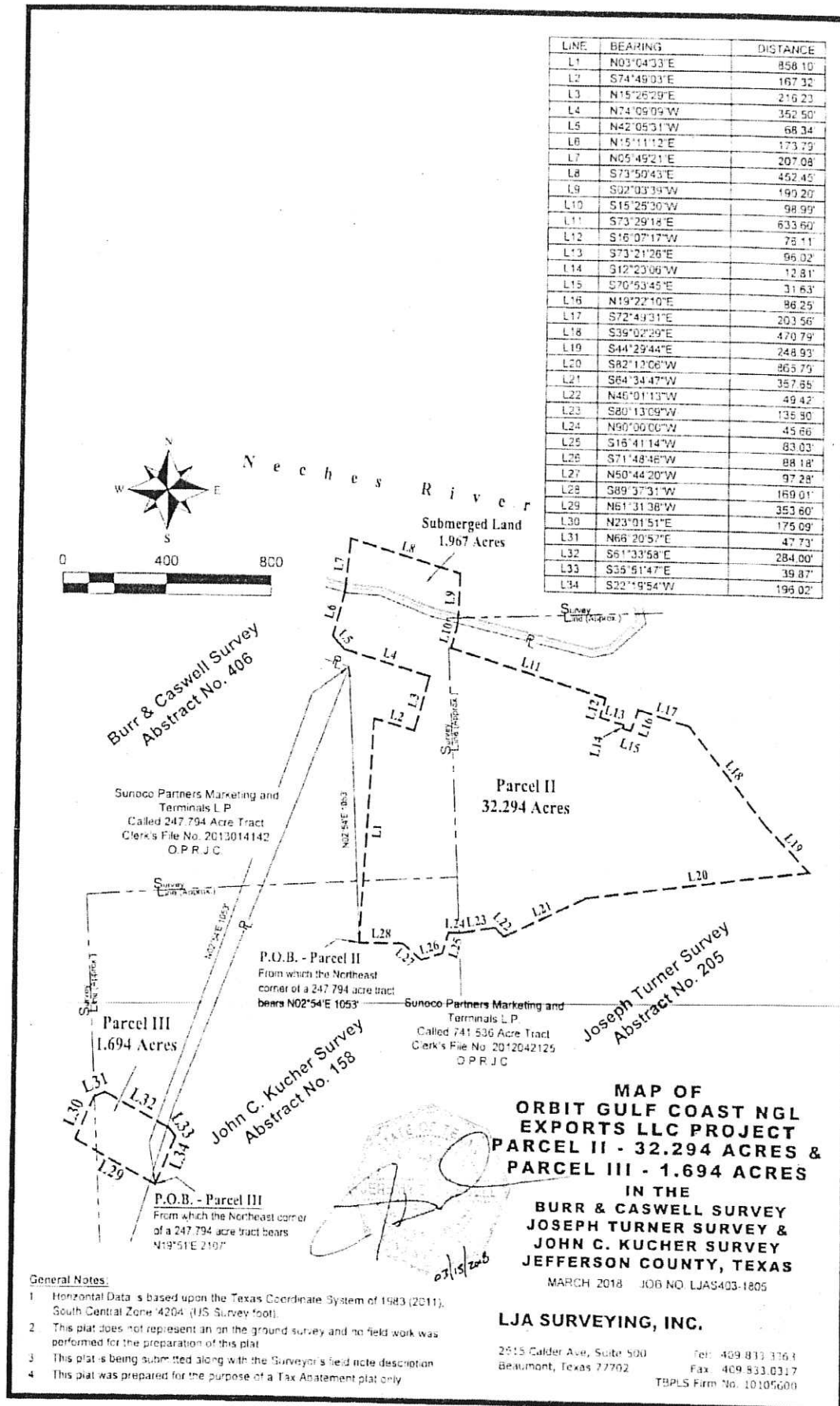
Orbit Gulf Coast NGL Exports LLC Project

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South 44 deg. 29 min. 44 sec. East, a distance of 248.93 feet to a point for the East corner of the herein described tract;

THENCE in a Westerly direction over and across said 741.536 acre tract the following calls and distances:

South 82 deg. 12 min. 06 sec. West, a distance of 865.79 feet to a point;
South 64 deg. 34 min. 47 sec. West, a distance of 357.65 feet to a point;
North 46 deg. 01 min. 13 sec. West, a distance of 49.42 feet to a point;
South 80 deg. 13 min. 09 sec. West, a distance of 135.80 feet to a point;
North 90 deg. 00 min. 00 sec. West, a distance of 45.66 feet to a point;
South 16 deg. 41 min. 14 sec. West, a distance of 83.03 feet to a point;
South 71 deg. 48 min. 46 sec. West, a distance of 88.18 feet to a point;
North 50 deg. 44 min. 20 sec. West, a distance of 97.28 feet to a point;
South 89 deg. 37 min. 31 sec. West, a distance of 169.01 feet to the **POINT OF BEGINNING**, containing 32.294 acres of land, more or less, of which 1.967 acres of land are submerged under the Neches River.



Minority Business Directory

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

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
2905 Laurel Ave.
Beaumont, TX 77703
Tel: 409-832-1099
Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
South Park ComPRO Tax
4390 Highland Avenue
Beaumont, TX 77705
Tel: 409-832-8299
Fax: 409-832-1661
Website: www.comprotax.com

*Stephanie Clark
The Ann Group
2700 Blanchette St. (01)
Tel: 409-813-3696
Fax: 409-813-3404
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad
ComPRO Tax
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-832-3565
Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

Advertising & Public Relations

Jessie Haynes & Associates
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.haynespr.com

Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

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

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

Barbecue/ Caterers

Charlie Dean
 Dean's Bar-B-Q & Catering
 805 Magnolia
 Beaumont, TX 77701
 Tel: 409-835-7956

Eugene Sam
 Tillmans Barbecue Pit
 1104 Sherman St
 Beaumont, TX 77701
 Tel: 409-838-5592

Gerard's Barbecue Diner
 3730 Fannett Rd
 Beaumont, TX 77705
 Tel: 409-842-9135

Jack Patillo Barbecue
 2775 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-833-3154

Leonard Broussard
 Broussard's Bar-B-Q
 2930 S. 11th Street
 Beaumont, TX 77701
 Tel: 409-842-1221

*Mouton's Catering
 3845 Washington Blvd
 Beaumont, TX 77705
 Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
 Bab's Carpet
 4940 Highland Ave.
 Beaumont, TX 77705
 Tel: 409-833-7484
 Fax: 409-790-4218

Delores Fruge
 Power Stretch Carpet
 502 S. 4th St.
 Beaumont, TX 77701
 Home: 409-832-8626
 Cell1: 409-617-1862
 Cell2: 409-338-9907
 Fax: 409-833-3230

Raymon and Sharonne Morris
 Morris and Morris Floor Covering
 4515 Ironton
 Beaumont, TX 77703
 Home: 409-833-5011
 Tel: 409-553-9861

Computer Service & Repair

Chris Martin
 601 Woodworth
 Port Arthur, TX 77642
 Tel1: 409-982-3528
 Tel2: 409-982-3529

David Leaven / Marcus Frank
 F & L Computer Solutions
 P.O. Box 328-A
 Winnie, TX 77665
 Tel: 409-351-1256

Consultant

Felicia Young, Owner
 Five Star Business Solutions
 Tel: 409-466-6038

**Contractors / Construction Services / Community Development /
Home Builders**

Al Armstrong
SEATECH
3227 Highland Ave
Beaumont, TX 77701
Tel: 409-350-5620

Albert Ceaser
CMM Construction
Tel 409-842-1250

Arthur Limbrick, Sr.
Lim Construction, Inc.
Commercial & Residential Building
4935 Fannett Road
Beaumont, TX 77705
Tel: 409-842-9765
Fax: 409-842-9141
Cell: 409-338-0832

*Bruce's General Construction, Inc.
1175 Reynolds Rd
Beaumont, TX 77707
Tel: 409-866-6245

Celestine's Construction
510 Palm St.
Beaumont, TX 77705
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: www.coastaltxs@aol.com

Cornelius Harris
Alamo Contractors

Don LaFleur
Don LaFleur Construction & Homes
5681 Eastex Freeway
Beaumont, TX 77708
Tel: 409-347-0593

Donald Ray Wise

Wise Barricades
Tel: 409-835-5113

Eddie Senigaur
Senigaur Home Builder & General Contractor
3196 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-5220
Fax: 409-842-2983

Jerry Ball- VP
EnviroTech Services LLC
Southeast Texas Division
3024 Commerce St.
Port Arthur, TX 77642
Tel: 409-790-5910
Toll Free: 800-286-3695
Email: jerry.ball@osfinc.net

*Joshua Allen
J. Allen contractors, Inc.
Tel: 409-833-8947
Email: office@jallenmgmt.com

Lloyd Broussard
EnviroTech Services, LLC
4002 Caroline Street
Houston, TX 77004
Tel: 713-551-6671

Ernestine Wade
Gulf Coast Industrial Contractors, Inc.
Tel: 409-842-1522

Joe Wheaton
Joe Wheaton Construction Co.

Johnny Casmore
Builders, Inc.
7295 Ellen Lane
Beaumont, TX 77708
Tel: 409-892-2223
Fax: 409-466-1251

Joseph D. Deshotel
DEZ-TEX Construction, Inc.
Tel: 409-842-4844

*Kenny Timms
KT Maintenance
Tel: 409-982-9952
Email: Kenny.tims@ktmaintenance.com

Mr. Vories Lornette, Sr.
Faith Construction
Tel: 409-794-2615

Mr. Matt Hopson
Southeast TX Community Development
1460 Gladys
Beaumont, TX 77701
Tel: 409-835-7527
Fax: 409-835-1680
Email: mhopson@setcdc.org

Mrs. Antoinette J. Hardy
Beaumont Community Development
505 E. Florida
Beaumont, TX 77705
Tel: 409-813-2158
Fax: 409-813-2165
Email: ahardy1969@yahoo.com

Ms. Mary Randall
J&M construction
Tel: 409-842-0967

Naomi Lawrence-Lee
CNB Development Group
Tel: 409-767-8037
Email: nlee@cnbhomes.com

Ories Holmes
Ories Holmes Construction
Tel: 409-842-3943

Paul Buxie
Buxie Builders
Tel: 409-833-2028

Perkins brown
Brown Fencing & construction
Tel: 409-833-1533

R. Anthony Lewis II
Custom Home Design & Building
Tel: 409-839-4735

Ray Marsh
 RAM Contracting Services
 Tel: 214-597-0541
 Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar
 Owner / Superintendent
 GP Realty Building Co.
 648 Orleans
 Beaumont, TX 77701
 Richard Tel: 281-895-7773
 Bruce Tel: 409-454-6356
 Fax: 409-835-6775

*Roosevelt Petry
 GP Industrial Contractors, Inc.
 rpetry@gpic2000.com
 Port Arthur, TX 77640
 Tel: 281-850-8889

Steve Andrus
 Andrus Construction
 Beaumont, TX 77703
 Home: 409-835-4397
 Work: 409-835-8629
 Cell: 409-466-1860

William Kenebrew, Sr.
 Kenebrew Masonary
 Tel: 409-866-3310

Commodities

*Loma George
 LG Supplies
 9545 Riggs Street
 Beaumont, TX 77707
 lomageorge@att.net
 Tel: 409-782-4086

Copy Services

Jeanette Rideau
 Reliable Copy Service
 2498 Washington Blvd -B
 Beaumont, TX 77705
 Tel: 409-835-1218
 Fax: 409-838-0064
 Email: jeanetteRCS@sbcglobal.net

Council

Beverly L. Hatcher- President
 Golden Triangle Minority Council, Inc.
 P.O. Box 21664
 Beaumont, TX 77720-1664
 Tel: 409-962-8530
 Fax: 409-898-8077
 Email: gtmbc@ih2000.net
 Website: www.gtmbc.com

Electrical/ Mechanical Contractors

Calvin Walker
 Walker's Electric Company
 2916 Magnolia Street
 Beaumont, TX 77703
 Tel: 409-212-9244
 Fax: 409-212-9245

*Gregory T. Johnson, Sr.
 GJETCO
 P.O. Box 22735
 Beaumont, TX 77720
 Tel: 409-866-3829
 Fax: 409-866-6962

*Joseph C. Ledet, III
 Ledet Electrical Services
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Restaurants

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Frank Owens, Proprietor
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Nolan Hines, Jr.
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Beaumont, TX 77701
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Fax: 409-833-9470
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Roofing

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Norman & Norman Roofing
Beaumont, TX

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

Sanitary Supply

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J&J Trucking
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Erwin Charles
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 Frank Patillo Trucking
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 Gobert Trucking Company
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Joseph Charles
 J&P Trucking
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Mrs. Shelia M. Mire
 W&S Mire Trucking

Roland Eaglin
 Roland Eaglin Trucking
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Wrecker Services

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 Chuck's Wrecker Service
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 Beaumont, TX 77701
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 Bernard Simon

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

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 Beaumont, TX 77726
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Villery's
 Refrigeration & Air Conditioning Service
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Barbecue/ Caterers

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 Dean's Bar-B-Q & Catering
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 Beaumont, TX 77701
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Eugene Sam
 Tillmans Barbecue Pit
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 Beaumont, TX 77701
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Gerard's Barbecue Diner
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 Beaumont, TX 77705
 Tel: 409-842-9135

Jack Patillo Barbecue
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Carpet/ Flooring

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Don LaFleur Construction & Homes
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 Email: lrcinsurance@yahoo.com

Charles E. Taylor
 Farmers Insurance Group
 3355 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-842-8300
 Home: 409-866-8412
 Email: mrcharlestaylor@cs.com

O'Dell E. Harmon
 A & M Marketing
 595 Orleans, Suite 1128
 Beaumont, TX 77701
 Tel: 409-466-2533
 Email: odharm21@yahoo.com
 Website: www.coloniallife.com

Lora Brooks Francis
 Insurance Medical Services, Inc.
 8100 Lemon Tree Court
 Port Arthur, TX
 Tel & Fax: 409-722-0077

Cell: 409-289-0945

Mark A. Williams
 Protectors Insurance & Financial Services
 2600 South Loop West, Suite 520
 Houston, TX 77054
 Tel: 832-347-6080
 Fax: 713-660-9977
 Email: mwilliams@protectorinsurance.com

Mr. Lawrence Evans
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 3355 Washington Blvd.
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Tarik Cooper
 Frank and Cooper, Inc.
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 Beaumont, TX 77707
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Thelma Jefferson
 Discount Medical & Dental
 5125 Folsom
 Beaumont, TX 77706
 Tel1: 409-899-9194
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 Email: cautiousscenery@aol.com

Investment

Connie D. Gist
 EdwardJones
 4414 Dowlen Road, Suite 102
 Beaumont, TX 77706
 Tel1: 409-896-5852
 Toll Free1: 888-368-2620
 Toll Free2: 888-898-7188
 Website: www.edwardjones.com

Lawn Care

Ava S. Hamilton
 B & A Lawn Care Service
 P.O. Box 22855
 Tel1: 409-866-9399
 Tel2: 409-651-9955
 Tel3: 409-651-9954

*Michael Alfred
 The Garden of Gethsemane
 Tel: 409-842-2773

Logistic

*Ray Deshotel
 Beaumont Warehouse-Transportation
 P.O. Box 20477
 Beaumont, TX 77720
 Tel: 409-883-9997
 Fax: 409-883-4208
 Cell: 409-299-0053
 Email: ldeshotel@pnx.com

Maintenance

Kenny L. Tims, Sr. - President
 KT Maintenance Company, Inc.
 800 Proctor Street
 Port Arthur, TX 77640
 Tel: 409-982-9952
 Fax: 409-982-4851
 Email: kenny.tims@ktmaintenance.com

Misc.

Clarence C. Jones
 M&R Cleaning Services
 Tel: 409-833-4535

Delois Roy
 Art World
 Tel: 409-892-7638

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

James Holmes
James Holmes Enterprises, Inc.
Tel: 409-842-3685

*Toni Prados
Area Impressions Caps & T's
Tel: 409-833-4561
Email: bprados@swbell.net

Office Supply

Howard Giron
Select Business Products
P.O. Box 22741
Beaumont, TX 77720
Tel: 409-866-3224
Fax: 409-866-1401

Pest Control

Colton (Bubba) Moore, Owner
Moore Superior Pest Control, Inc.
Tel: 409-899-1799

Petroleum Testing/Marine Barge/Ship Inspection

* Tiffany Liepke, President
Chemical and Petrochemical Inspections L.P.
5300 39th Street – P.O. Box 387
Groves, TX 77619
409-962-1318
Mobile: 409-460-0484
Email: liepke@cpilaboratory.com
Website: cpilaboratory.com

Photography

Harold's Photography
2705 S. Fourth St
Beaumont, TX 77705

Tel: 409-794-5376
 Fax: 409-842-4143
 Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry
 Photographer & Videographer
 2906 Roberts St.
 Beaumont, TX 77701
 Tel: 409-842-3903

Sonny Perkins
 Sonny's Video
 2290 Morrison
 Beaumont, TX 77701
 Tel: 409-832-9380

Plumbing

A.J.
 Martha's Sewage and Drainage Service
 2370 Columbia Street
 Beaumont, TX 77701
 Tel: 409-833-2796

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

News/ Media/ Publications

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 KFDM 6 & WB 10 KWBB
 P.O. Box 7128
 Beaumont, TX 77726-7128
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 Email: angels@kfdm.com

Helen Hunter Tubbs
 Spotlight Magazine
 P.O. Box 41203
 Beaumont, TX 77725
 Tel: 409-832-3494
 Fax: 409-832-6171

Jesse Samuels, Sr.
 Cumulus

755 S. 11th Street, Suite 102
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 Tel: 409-833-9421
 Fax: 409-833-9296
 Home: 409-983-5404

Jessie Haynes
 NAC Publishing- 10 Stupid Things
 P.O. Box 22577
 Beaumont, TX 77720
 Tel: 409-838-2222

Mr. A. B. Bernard
 BGI Enterprise
 PO Box 22077
 Beaumont, TX 77720-2077
 Tel: 409-833-0303
 Fax: 409-833-0744

Ms. Vicke Frank
 KZZB Radio
 2531 Calder Ave.
 Beaumont, TX 77702
 Tel: 409-833-0990
 Fax: 281-424-7588

Tracie Payne
 CUSH Magazine
 P.O. Box 22197
 Beaumont, TX 77720
 Tel: 409-212-1111
 Website: www.cush.com

Purchasing/ Procurement

Odell Wynn
 WGN Procurement
 2626 South Loop West, Suite 545
 Houston, TX 77054
 Tel: 713-857-8359

Real Estate

Dr. Kevin Moulton
 Synergy International Realty
 2955 Laurel St.
 Beaumont, TX 77702

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 Fax: 409-866-5463
 Email: drvinnie@sbcglobal.net

Kim Fenner
 ERA Team REALTORS
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 Beaumont, TX 77703
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 Fax: 409-898-8591
 Cell: 409-893-0735
 Email: kim.fenner@era.com
 Website: www.erateamrealtors.com

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 G-Team Real Estate
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 Fax: 409-839-4395
 Email: drealestate@gt.rr.com

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Email: grannysboy4@yahoo.com

Walter Kyles, Jr. & Co.
Insurance- Real Estate- Construction
2875 Washington Blvd
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Email: kyles@aol.com

Restaurants

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

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

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

Roofing

John & Lawrence
Norman & Norman Roofing
Beaumont, TX

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

Sanitary Supply

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

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

The Invisible Armor
Tammy Powell
P.O. Box 22492
Beaumont, TX 77720
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Fax: 409-840-9815
Email: www.iarmor.net

Trophies

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

Trucking/Heavy Hauling

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

Erwin Charles
Charles Trucking
Tel: 409-835-5805

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

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

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

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

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

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

Mrs. Shelia M. Mire
 W&S Mire Trucking

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

Wrecker Services

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

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

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

**AGENDA ITEM****August 20, 2018**

Receive and file executed First Amendment to SAVNS Maintenance Grant Contract No. 1877281-01 between Jefferson County and the Office of the Attorney General.

**FIRST AMENDMENT TO
SAVNS MAINTENANCE GRANT CONTRACT**

OAG Contract No. 1877281-01

This contract amendment is executed between the Office of the Attorney General (OAG) and Jefferson County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this contract amendment individually as "Party" or collectively as "Parties."

INDUCEMENTS

Whereas, the OAG and GRANTEE agreed to and executed that certain Grant Contract, identified as OAG Contract No. 1877281 (the "Original Contract").

Whereas, the OAG and GRANTEE desire to amend the terms of the Original Contract as set forth hereinafter and intend to create a new contract consisting of the amended provision of this **FIRST AMENDMENT TO GRANT CONTRACT**, identified as the "First Amendment Contract" and the remaining unchanged provisions of the Original Contract.

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein contained, the Parties agree as follows:

SECTION 1. AMENDED SECTION OF ORIGINAL CONTRACT

The OAG and GRANTEE agree to amend Section 2 of the Original Contract to read as follows:

SECTION 2. TERM OF THE CONTRACT This contract shall begin on September 1, 2017 and shall terminate August 31, 2019, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 2. ENTIRE AGREEMENT

The entire agreement between the OAG and GRANTEE consists of the new provision of this First Amendment Contract and the remaining unchanged provisions of the Original Contract. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

Office of the Attorney General

Grantee

DocuSigned by:

Adrienne McFarland

E7D80795EB314B1...

DocuSigned by:

Jeff Branick

2B2C43CDC17E436...

Authorized Official



Contract for Services Rendered

This is a contract entered into by **Access Imaging Solutions, LLC** (hereinafter referred to as "AIS") and **Jefferson County Voter Registrar** (hereinafter referred to as "the Client") on this date, **August 10, 2018**.

AIS's place of business is **4224 Centergate St., San Antonio, TX, 78217** and the Client's place of business is **1149 Pearl St, Beaumont, TX 77701**.

The Client hereby engages AIS to provide services described herein under "Scope and Manner of Services." AIS hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope and Manner of Services

Services To Be Rendered By AIS:

AIS will Convert Jefferson Counties current Filebound Express Box and its content into Jefferson Counties new Filebound site [<https://JeffersonTX.filebound.com>] which includes the entire Express Box migration (projects, contents, and users). The migration of the current FileBound express box is outlined in the Jefferson County SLA, under the data migration section.

AIS will provide Jefferson County Voter Registrar with FileBound 7 Training

- a. (utilizing Filebound 7 with your current solutions, Day 1 : exploring the possibilities with automation and forms with Filebound,
- b. day 2) AIS will provide 6 hours of on-site training and system integrations.

Payment for Services Rendered

The Client shall pay AIS for services rendered according to the Jefferson County Voter Registrar Payment Agreement Contract for Hosting that is attached and a total of **\$3,725.00** that is one-time cost that covers professional services, training, and travel as outlined in the Jefferson County Voter Registrar proposal including the "Scope and Manner of Services" section in this contract.

Should the Client fail to pay AIS the full amount specified in any invoice within **30** calendar days of the invoice date, a late fee equal to **1% of the unpaid balance** shall be added to the amount due every **30** calendar days of the unpaid balance.



Applicable Law

This contract shall be governed by the laws of the County of Jefferson in the State of Texas and any applicable Federal law.

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

(Printed Name of Client or agent)

____Aaron C Emery_____
(Printed Name of Provider or agent)

(Signature of Client or agent) (Date)

(Signature of Provider or agent) (Date)



Payment Agreement Contract for Hosting

By this contract, **Jefferson County Voter Registrar** agrees to make annual payments to **Access Imaging Solutions**, hereafter known as "AIS" by the following schedule in exchange for **FileBound 7 Enterprise hosting services on <https://JeffersonTX.FileBound.com> yearly**. This payment schedule is enforceable by law, and the methods described below will be use in cases of delinquent payment.

By this agreement, it is agreed that a payment of **\$6,546.00** will be paid to AIS every **12 months** until the termination of this hosting agreement by either party with 30 days notice. The payment will take the following form:

- **10/1/2018, \$6,546.00**
- **10/1/2019, \$6,546.00**
- **10/1/2020, \$6,546.00**

This agreement is binding, and failure to meet its terms will allow AIS to take certain recourse. First, late payments will incur a fee of **1% for every month payment is late**. Insufficient payment and bounced checks will incur a fee of **\$50**. If payment should not be delivered at all, AIS will **immediately terminate any hosting connections and access to the data until account is brought current**.

By signing this agreement, all parties agree to the terms as described above. Alterations to this agreement can only be made by both parties and must be placed in writing. Both parties will receive a printed copy of this agreement, and will be responsible for upholding its terms.

(Payer)

(Date)

Access Imaging Solutions (Aaron C Emery)

(Date)



SERVICE LEVEL AGREEMENT

The purpose of this document is to define the service levels that Supplier will endeavor to provide for the maintenance and support of the Application that Customer has obtained a subscription to pursuant to the Contract for Services Rendered (“**CSR**”) between Customer and Supplier or other written agreement between Customer and Supplier governing Customer’s access to and use of the Application (the CSR or other applicable agreement, the “**Agreement**”) and this document (the “**SLA**”) is hereby incorporated by reference into the Agreement. Capitalized terms not otherwise defined herein have the meaning set forth in the Supplier’s then-current standard form of MSA applicable to the Application.

1. Application Administration. Supplier will make commercially reasonable efforts to provide the following during the applicable Subscription Term in accordance with this SLA:

- **Technical Support.** Online and telephone support during coverage hours
- **Service Management.** Client activation, security monitoring, change control, problem management, and escalation procedures
- **Application Administration.** Installation and server setup, support, monitoring, response, repair, tuning and capacity planning
- **Data backup and retention.** Backups of Customer Data stored within the Application

Customer is responsible for purchase and maintenance of its own equipment, hardware and access, including but not limited to network and data connection, to establish a connection to the Internet.

2. Service Measures

2.1. Supplier will make commercially reasonable efforts to meet the following for each Application:

Measurement	Definition	Supplier SLA
Software Availability	The periods of time that the Application is Available for use by the Customer not including scheduled downtime. “ Availability ” or “ Available ” means that an Authorized User can log in and access the Application.	Available in all material respects 99.5% average over a month (calculated on a 24 x 7 x 365 basis, other than Scheduled Downtime (defined below) and other than any period of downtime that lasts 5 continuous minutes or less).



Backups	Service Supplier shall conduct a full backup nightly.	Full database backups are performed nightly. Backup files will be retained for 5 days.
Restoration of Services	In the event of a major disaster, such as flooding of the hosting facility or an earthquake that destroys the infrastructure or as otherwise deemed necessary by Supplier.	Backup will be restored within 24 hours.

2.2. Exceptions to Service Levels. The Availability of the Application and the Supplier's obligations with respect to the other service measures set forth herein may be subject to limitations, delays, and other problems inherent to the general use of the Internet and other public networks or caused by Customer, Authorized Users or third parties.

Supplier is not responsible for any delays or other damage resulting from problems outside of Supplier's control; however, Supplier is responsible for the conduct of its third-party agents and contractors. Without limiting the foregoing, the following are exceptions to Supplier's obligations under this SLA:

a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Customer;

outages initiated by Supplier or its third party suppliers at the request or direction of Customer for maintenance, back up, or other purposes;

outages occurring as a result of any actions or omissions taken by Supplier or its third party Suppliers at the request or direction of Customer;

outages resulting from Customer's equipment and/or third party equipment not within the sole control of Supplier or Supplier's agents or contractors;

events resulting from an interruption or shut down of the Application due to circumstances reasonably believed by Supplier to be a significant threat to the normal operation of the Application, the facility from which the Application is provided, or access to or integrity of data (e.g., a hacker or a virus attack);

outages due to system administration, commands, file transfers performed by Customer representatives;



other activities Customer directs, denial of service attacks, natural disasters, power and other utility outages, internet service outages, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, or other events caused by circumstances beyond Supplier's reasonable control

Customer's negligence or breach of its material obligations under this SLA, the Agreement, or any other agreement between Customer and Supplier; and

lack of availability or untimely response time of Customer to respond to incidents that require its participation for source identification and/or resolution.

2.3. Priority Levels. If the Application is not accessible as specified in Section 2.1 (an "**Issue**"), Supplier will use reasonable efforts to correct the Issue with a level of effort commensurate with the severity of the Issue. Supplier and Customer will comply with the following resolution procedures for all Issues reported by Customer:

2.3.1. Notice of Issue. If Customer encounters an Issue, Customer must sufficiently define the Issue in a written notice to Supplier (which notice may be via email). After receipt of written notice of an Issue from Customer, Supplier will notify Customer if Supplier cannot identify the cause of the Issue. If Supplier cannot identify the cause of the Issue, Customer will provide additional information regarding the Issue as Supplier may request in order to assist Supplier with identifying the cause of the Issue. Customer will provide a separate written notice for each Issue encountered by Customer. All notices pursuant to this SLA may be provided via email or a phone call followed-up by an email.

2.3.2. Issue Classification. In its notice of an Issue, Customer will reasonably classify for Supplier the initial priority of the Issue. Customer will use the nature of the Issue and Customer's business situation to initially classify each Issue. Customer will classify each Issue in accordance with the severity classification table below. To the extent that Supplier disagrees with any Issue classification provided by Customer, Supplier will promptly advise Customer of the revised classification of any Issue and the parties will resolve through good faith negotiations any disagreement regarding classification.

2.3.3. Response Time. Supplier will use reasonable efforts to respond to each of Customer's written notices of an Issue within the period set forth in severity classification table below. Response time is the elapsed time between Customer's first report of an identified Issue and the provision of a plan for resolution by a Supplier technical contact.

2.3.4. Expedited Response Time. To the extent that Customer may seek Supplier to respond to any written notice of an Issue within a time period other than as set forth in the table below, Customer



may request such response and Supplier may elect to provide such additional services to Customer on terms and conditions as the parties may agree upon in writing (which may include, without limitation, additional costs and expenses payable by Customer to Supplier in connection with such any expedited services). Notwithstanding the foregoing, Supplier will have no obligation to enter into any such agreement with respect to any such additional services. To the extent that the parties enter into any such agreement, Supplier will invoice Customer for, and Customer will pay, any such additional amounts as set forth in this Agreement (unless otherwise agreed upon by the parties in writing).

Priority Level	Issue Description	Initial Response SLA	Target Resolution Time SLA	Commitment
Priority 1	The Issue causes complete loss of service or use of the Application cannot reasonably continue as a feature or function does not allow completion of work and its operation is mission critical to Customer's business. Examples: a. Majority or all of the Authorized Users are unable to use the Application, b. Highly important reports (such as invoicing) cannot be generated, c. System crashes repeatedly after restart attempts.	1 hour during Primary Coverage hours (one hour after hours if Customer has a current subscription to a 24 x 7 x 365 support plan)	Worked on continuously until a solution is found, however, targeting an 8 hour resolution time or until a viable workaround can be applied	The Issue will be worked on until fixed or a reasonable workaround is applied. Updates will be provided to Customer every 4 hours.
Priority 2	A major Application function is experiencing a reproducible problem that causes a major inconvenience to the Customer. An acceptable workaround may or may not be available, however, operation can continue in a restricted fashion. The current release should be patched if a permanent workaround cannot be found	4 hours during Primary Coverage hours (4 hours after hours if Customer has a current subscription to a 24 x 7 x 365 support plan)	3 Business Days	The Issue will be worked on until fixed or a reasonable workaround is applied. Updates will be provided at the end of every day.



	and the next release is not imminent.			
Priority 3	The Issue causes minor loss of service or is a minor error. The impact is an inconvenience that may require a workaround to restore functionality or is a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system.	24 hours during primary coverage hours	5 days or mutually agreed to time	Supplier will work with Customer to mutually prioritize and schedule resolutions into regular release cycles.

2.4. Downtime/Maintenance. Supplier periodically adds, repairs, and upgrades the data center network, hardware and the Application and shall use commercially reasonable efforts to accomplish this without affecting the Customer's access to the Application; however, repairs of an emergency or critical nature may result in the Application not being available for the Customer's usage during the course of such repairs. Supplier reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols.

Item	Description	Commitment
Standard Maintenance Window	As communicated to Customer by Supplier, not to exceed 20 hours per month.	N/A
Scheduled Uploads	Regular planned uploads of new functionality will take place during the standard maintenance window.	Minimum of 10 days' notice prior to the upload going into the production environment. The notice will be displayed on the main site where the Application is accessible
Scheduled Maintenance	Routine, scheduled maintenance will be performed inside the maintenance window.	A message will be displayed on the main site stating Supplier will be down.
Non-Scheduled/ Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime	Customer will be notified via a message on the main site stating the Application will be down.



Periods the Application is unavailable as a result of Items 1, 2, 3 and 4 are included in the calculation of Availability.

3. Compatibility with New Third Party Software. Customer consents and acknowledges that prior to upgrading third party software, the Customer is solely responsible to verify and insure that such third party software is compatible with their current or future versions of the Application. The most significant applications that Customer should carefully check for compatibility before upgrading are: new versions of operating systems, databases, web servers, report engines, business intelligence software, accounting software, project planning tool, CRM application, reporting tools, or any other third party tools used by or integrated with the Application. Supplier will not be responsible for any failures or malfunctions' resulting from such upgrade and reserves the right not to provide support for such installations.

4. Customer Obligations

4.1. Trained Contacts. Customer will appoint up to two individuals within Customer's organization to serve as primary contacts between Customer and Supplier with regards to the Application. Customer must initiate all requests through these contacts.

4.2. Reasonable Assistance. Customer will provide Supplier with reasonable access to all necessary personnel to answer questions regarding Issues reported by Customer.

4.3. Good Standing. The provision of the Application by Supplier during the term of this SLA is contingent upon Customer's performance of its payment and other obligations under the Agreement. Supplier reserves the right, in addition to other remedies available, to suspend its provision of the Application for so long as Customer is not current with its obligations.

5. Limitation of the SLA. The scope of coverage under this SLA expressly excludes the following:

- a. Maintenance and support for non-production environments and sand boxes
- b. Data migration
- c. Training
- d. Installation, configuration and technical support for Customer equipment or operating systems
- e. Technical support, consultation or problem resolution pertaining to software or applications other than those supplied by Supplier and described in this Agreement including SharePoint and Microsoft Reporting Services



- f. Resolution of problems resulting from negligence of users of the Application, including specifically incorrect data entry, use of altered data and failure to use the Application according to the instructions provided in the applicable user guide
- g. Support for development (Supplier SDK, Web pages, etc.), integration and custom reports, whether developed by Customer or any party other than Supplier
- h. Any alterations or additions, performed by parties other than Supplier, except for programs using product interfaces provided by Supplier
- i. Use of the Application on an operating environment other than that for which such the Application was designed, except as expressly prescribed in the user guide

If Customer requires that a member of Supplier's staff provide services pertaining to any of the above exclusions and Supplier agrees to provide such services, Customer hereby agrees to pay Supplier for these services according to the daily support service rate then in effect, prorated hourly.

6. Disclaimers

6.1. The parties expressly recognize that it is impossible to maintain flawless security, but Supplier shall take reasonable steps to prevent security breaches in Supplier's server interaction with Customer's network, and security breaches in Supplier's server interaction with resources or users outside of any firewall that may be built into Supplier's server. Customer agrees that it will only access and use the Application via authorized access provided by Supplier (e.g. password protected access). Supplier's Application and Data Access Control policies are available upon request.

6.2. Downloading of Data or Files. Customer agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Customer's particular requirements for accuracy of data input and output, and for maintaining a separate means for the reconstruction of any lost data.

6.3. Accuracy Disclaimer. Customer is solely responsible for the accuracy and integrity of its own data, reports, and documentation. Supplier or third parties may provide links to other web sites or resources as part of the Application. Supplier does not endorse and is not responsible for any data, software or other content available from such sites or resources. Customer acknowledges and agrees that Supplier shall not be liable, directly or indirectly, for any damage or loss relating to Customer's use of or reliance on such data, software or other content.

7. Terms of Use. In addition to the terms of the Agreement and any restrictions set forth therein, the following applies to Customer's use of the Application and receipt of services hereunder. The examples of prohibited use set forth below are non-exclusive, and are provided as guidelines to Customer.



Violation of the terms of this Section 7 is strictly prohibited. In the event of any actual or potential violation, Supplier reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided by Supplier, to block any abusive activity, or to take any other actions deemed appropriate by Supplier in its sole discretion.

7.1. Illegal Use. The Application may be used only for lawful purposes. The transmission, distribution, or storage of any information, data, or material in violation of any applicable law or regulation is prohibited. Without limitation of the foregoing, it is strictly prohibited to create, transmit, distribute, or store any information, data, or material which a) intentionally infringes any copyright, trademark, trade secret, or other intellectual property right (or after written notification of such infringement, fails to remedy same in a timely manner), b) is obscene or constitutes child pornography, c) is libelous, defamatory, hateful, or constitutes an illegal threat or abuse, d) violates export control laws or regulations, or e) encourages conduct that would constitute a criminal offense or give rise to civil liability.

7.2. Circumvention of Security Measures. Violations of system or network security are prohibited, and may result in criminal and civil liability. Supplier will investigate potential security violations, and may notify applicable law enforcement agencies if violations are suspected. It is strictly prohibited to attempt to circumvent the authentication procedures or security of any host, network, network component, or account (i.e. "cracking") to access data, accounts, or servers which the Customer (or its users) is not expressly permitted or authorized to access. This prohibition applies whether or not the attempted intrusion is successful, and includes unauthorized probes or scans performed with the intent to gather information on possible security weaknesses or exploitable configurations.

7.3. Attacks. Customer is prohibited from interfering or attempting to interfere with service to any other user, host, or network on the Internet ("denial of service attacks"). Examples of such prohibited activity include without limitation (a) sending massive quantities of data with the intent of filling circuits, overloading systems, and/or crashing hosts, (b) attempting to attack or disable any user, host, or site, or (c) using, distributing, or propagating any type of program, script, or command designed to interfere with the use, functionality, or connectivity of any Internet user, host, system, or site (for example, by propagating messages, via e-mail, Usenet posting, or otherwise, that contain computer worms, viruses, control characters or trojan horses).



MIGRATION PROCEDURE
FOR <https://JeffersonTx.filebound.com>

Jefferson County Voter Registrar uses two projects setup in FileBound to manage the electronic copy of its voter registration application packages.

One project is to organize registered voters who are not cancelled and the other project is to maintain the registered voters and their applicable voter status.

Both projects contain the following indexed metadata for searching and retrieving.

- 1) VUID
- 2) Last Name
- 3) First Name
- 4) Middle Name
- 5) NameSuffix
- 6) DOB

The cancelled Voters project includes a 7th index named Cancelled Date

AIS is providing Jefferson County with the exact migration of images and indexes into Jefferson Counties new Filebound site.

Jefferson County can have unlimited projects and users to utilize for any county paper inefficiencies.

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "**Agreement**") is made and entered into as of 08-20-2018 (the "**Effective Date**") by and

between **Upland Software, Inc.**, a Delaware corporation with its principal offices located at 401 Congress Ave., Austin, Texas 78701, ("**Upland**") and Jefferson County Voter Registrar

with its principal place of business located at 1149 Pearl Street, Beaumont, TX 77701 ("**Counterparty**"). The two aforementioned parties shall be referred to throughout this Agreement individually as a "**Party**" or collectively as the "**Parties**."

1. **Purpose.** The Parties wish to explore a business opportunity of mutual interest (the "**Opportunity**") and in connection with the Opportunity, each Party may disclose to the other Party certain confidential technical and business information which the disclosing Party desires the other Party to treat as confidential.

2. **Definition.** "**Confidential Information**" means any proprietary or confidential information disclosed by either Party to the other Party, either directly or indirectly in writing, orally, or by inspection of tangible objects (including, without limitation, business plans, customer data, designs, documents, drawings, engineering information, financial analysis, hardware configuration information, inventions, market information, marketing plans, processes, products, product plans, research, services, specifications, software, source code or trade secrets), which, if tangible, is designated or labeled as "Confidential," "Proprietary," or some similar designation. Confidential Information may also include information disclosed to a disclosing Party by a third party. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession. In the event that the receiving Party is required by law to disclose the disclosing Party's

Confidential Information, the receiving Party shall give the disclosing Party written notice of such requirement prior to disclosing so that the disclosing Party may seek a protective order or other appropriate relief.

3. **Non-Disclosure and Non-Use.** Each Party agrees not to disclose any Confidential Information to third parties or to employees of such Party, except to those employees of the receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the Opportunity. Each Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder unless consent for such actions is received from the Party that owns the object. Neither Party shall make any copies of the other Party's Confidential Information unless the same are previously approved in writing by the disclosing Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

4. **Maintenance of Confidentiality.** Each Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, each Party shall take at least those measures that such Party takes to protect its own most highly confidential information and shall have its employees, if any, who have access to the other Party's Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of the other Party's Confidential Information to such employees.

5. **No Obligation.** Nothing herein shall obligate either Party to proceed with any transaction between the Parties, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity.

6. **Ownership and No License.** All Confidential Information shall remain the sole property of the disclosing Party. Nothing in this Agreement is intended to grant any rights to either Party under any patent, copyright, trademark or other intellectual property right of the other Party, nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information except as expressly set forth herein.

7. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION, AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Return of Materials.** All documents and other tangible objects containing or representing the disclosing Party's Confidential Information and all copies thereof which are in the possession of the receiving Party shall be promptly returned to the disclosing Party upon the disclosing Party's request.

9. **Remedies.** Each Party agrees that its obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party's business, and expressly agrees that monetary damages would be inadequate to compensate the other Party for any breach by either Party of any covenants and agreements set forth herein. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without being required to post bond or prove actual damages.

10. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until the earlier of: (i) one (1) year from the effective date; or (ii) it is terminated by either Party with thirty (30) days' prior written notice. Notwithstanding the foregoing, the Parties' obligations to protect Confidential Information shall survive termination or expiration of this Agreement, and continue for a period of two (2) years thereafter.

11. **Compliance with Securities Laws.** Counterparty acknowledges and agrees that Confidential Information disclosed to it by Upland could be deemed "material nonpublic information" under the Securities and Exchange Act of 1934, as amended (the "1934 Act"), and the rules and regulations promulgated thereunder (including, without limitation, Regulation FD thereunder). For so long as any information obtained by Counterparty from Upland remains Confidential Information, Counterparty agrees not to purchase, sell, or make any short sale of any shares of Upland's common stock, to grant, purchase, or sell any options for the purchase or sale of Upland's common stock, or otherwise to engage in any transactions in shares of Upland's common stock (whether directly or through transactions in derivative securities) that would result in any violation of the 1934 Act or any rule or regulation promulgated thereunder.

12. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the Parties and their successors and assigns. This Agreement shall be governed by the laws of the State of Texas, without reference to conflict of laws principles. Any suit to enforce this Agreement shall be brought exclusively in the county of Travis, Texas and the Parties hereby submit to the personal jurisdiction of such courts and waive any venue objection. This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

UPLAND SOFTWARE, INC.

Charles R. Lien

(Signature)

Charles R Lien

(Print Name)

FileBound Partner Account Manager

(Print Title)

COUNTERPARTY:

Jefferson County Voter Registrar

(Company Name – if on behalf of an entity)

(Signature)

JEFF R. BRANICK

(Print Name)

COUNTY JUDGE

(Print Title – if signing on behalf of an entity)

**Jefferson County District Clerk
Jamie Smith**



2019 DISTRICT CLERK RECORDS ARCHIVE PLAN

I. BACKGROUND AND PURPOSE

The District Clerk's office maintains millions of records dating back from the mid 1800's to present. These records are on various forms of medium ranging from hard bound binders, roll film and micro fiche, as well as original paper documents. In the year 2000 our office began the process of using scanned imaging. In 2014 the District Clerks office was mandated to begin solely accepting civil and family cases through efile. Criminal courts began solely accepting cases efile in June of 2017. Only pro se cases accept paper documents. In civil the documents are file marked and imaged into our workflow system. The paper documents are verified and kept in digital format only. The criminal and family pro se cases, the same procedure apply except the paper is also kept in a hard file. Imaged records are all accessible to any Jefferson County court clerk or administrator that has access to the Workflow system. Imaged records are accessible to law firms through our website online documents and the public through our public terminals in the District Clerk's office.

We have part time employees whose sole purpose is to scan and destroy old filings for archive purposes. In addition we have several fulltime clerks who scan and destroy cases as time allows from other daily duties. These employees scanned and destroyed a combined total of 8,796 cases in 2017. In January 2016 we began a project with Data Bank and outsourced a back file scanning project with our civil files. This project has allowed us to image and index 11,480 civil files from 2016 - 2017 into our Workflow system. Our paper file inventory consists of 192,015 cases dating from 1992 to present. There remains over 25 years of back file scanning that needs to be imaged for archival purposes.

II. AUTHORITY

The responsibilities of the District Clerk and their authority to govern the records of the Jefferson County District Courts are established by the Texas Government Code. The Texas State Library and Archives Commission, Schedule DC – Records Retention, establishes the retention period for all documents maintained by the District Clerk. The Jefferson County District Clerk is the Records Management Officer for all records of the District Courts of Jefferson County, Texas.

III. 2019 DESIGNATION OF COURT DOCUMENTS

Pursuant to the Texas Government Code, Chapter 51, Section 305, the District Clerk hereby designates that in lieu of filing records control schedules, we have adopted records control schedules that comply with minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission for use in our records management program. In doing so, I also certify that the administrative rules for electronic records, adopted by the commission under Local Government Code 205.003(a) will be followed for records subject to the rules. For the purpose of this section the following documents constitute the Jefferson County District Courts Records Archive:

A. Civil and Tax Courts

Civil Court Dockets (1844 - 1984)
 Civil Court Indexes (1844 - 1984)
 Civil Court Minute Books (1844 – 1984)
 Civil Court Minutes Film/Paper Source (1984 – Present)
Civil Court Case Filings Paper Source (1988 – Present)
 Execution Docket Books (1850 – 2004)
 Executions and Orders of Sale Civil and Tax (1850 – 2004)
 Tax Court Minute Books (1903 – 1967)
Tax & Court Case Filings Paper Source (1992 – Present)
Civil filings paper source = 48,115

B. Criminal Courts

Criminal Court Indexes (1904 – 1985)
 Criminal Court Minute Books (1929 -1987)
Criminal Court Case Filings Paper Source (1996 – Present)
Criminal filings paper source = 59,305

C. Family Courts

Family Court Case Files:
 - Adoptions
 - Name Change Petitions
 - Paternity Suits
 - Voluntary Legitimizing Petitions and Statements
 Family Court Dockets (1844 – 1984)
 Family Court Indexes (1844 – 1984)
 Family Court Minute Books (1894 – 1988)
Family Court Case Filings Paper Source (1992 – Present)
Family Court filings paper source = 79,622

D. Juvenile Courts

Juvenile Case Files:
 - Adoption
 - Paternity Suits (Adjudicating parentage)
 - Name Change Petitions
 - Voluntary Legitimizing Petitions and Statement
 Juvenile Court Dockets
 Juvenile Court Minute Books (1910 – 1964)
 Juvenile Court Indexes (1964 – 1985)
Juvenile Court Case Filings Paper Source (1998 – Present)
Juvenile court filings paper source = 4,973

IV. GOAL

The goal is to preserve, reproduce and archive all paper documents, regardless of type, as efficiently as possible. To complete our efforts toward electronic storage of all case files, we envision using computers to access all records with a view to the future of using the computers entirely for court activity. In addition to preserving the documents, the images will be added to our existing imaging system and improve customer service. Additionally, significant space savings will be realized once paper documents are destroyed.

It is the intent to use a portion of the Records Archive SB1685 fund balance for archiving seminars, archiving equipment and continuing a back file scan project with Data Bank.

V. FUNDING

Projected Annual Revenue (SB1685)
Based on FY 2017 - 2018 filing figures

YEAR	Beginning Fund Balance	Estimated Revenues	Estimated Expenditures	Estimated Ending FB
FY 2018	\$24,935	\$30,010	\$24,520 <i>Data Bank Project</i> <i>\$20,000</i> <i>Equipment & Maintenance</i> <i>\$3320</i> <i>Archive Seminars</i> <i>\$1200</i>	\$30,425
FY 2019	\$30,427	\$30,075	\$25,145 <i>Data Bank Project</i> <i>\$20,000</i> <i>Equipment & Maintenance</i> <i>\$3945</i> <i>Archive Seminars</i> <i>\$1200</i>	\$ 35,357

Special, August 20, 2018

There being no further business to come before the Court at this time,
same is now here adjourned on this date, August 20, 2018