SPECIAL, 9/17/2018 1:30:00 PM

BE IT REMEMBERED that on September 17, 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:

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 September 17, 2018

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **17th** day of **September 2018** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

11:00 A.M.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 for the purpose of receiving information and deliberating on a contract to be negotiated because deliberations in open session would be detrimental to the County and third parties.

11:30 a.m.- To receive a report from Shao-Chee Sim, PhD, Episcopal Health Foundation ,regarding highlights of this latest research in assessing the recoveryexperience of residents affected by Hurricane Harvey in the 24 hardest hit counties, with a special focus on Golden Triangle.

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve specifications for Request for Proposal (RFP 18-041/JW), Contract Grant Administration Services for a Home Buyout or Acquisition Program (for Community Development Block Grant – Disaster Recovery Program for Jefferson County); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 9 - 67

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

2. Consider and approve, execute, receive and file a contract extension for (IFB 13-013/JW), Term Contract for Janitorial Services for Jefferson County with Member's Building Maintenance for an additional two (2) weeks, to expire on November 1, 2018.

SEE ATTACHMENTS ON PAGES 68 - 68

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

3. Execute, receive and file a renewal for (IFB 14-032/JW), Term Contract for Paper Stock & Envelopes for Jefferson County with Olmsted Paper Co., Inc. for a fourth and final one (1) year option with proposed price increases as shown on Attachment A. These price increases are due to increased prices in raw materials, transportation, shortages in manufacturing.

SEE ATTACHMENTS ON PAGES 69 - 90

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

4. Consider and approve award, execute, receive and file a contract for (IFB 18-019/JW), Repair of Hangar No. 2 at Jack Brooks Regional Airport with GADV, Inc. d/b/a L & L General Contractors, in the amount of $232,000.00.

SEE ATTACHMENTS ON PAGES 91 - 165

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

5. Consider and approve, execute, receive and file Change Order No. 1 to Professional Services Agreement (PROF 18-030/DC) with SCI for Downtown Jail Purge Fan Engineering Services, in the amount of $5,108.00, for additional roof construction evaluation due to the weight of the new purge fans. This brings the agreement total $10,108.00.

SEE ATTACHMENTS ON PAGES 166 - 168

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

6. Consider and approve, execute, receive and file Change Order No. 1 to (JOC 18-024/DC) with SETEX Construction Corp. for the Repair of the Outside DPS Office Building-Port Arthur in the amount of $4,732.60 for sheathing/water shield to waterproof the building, bringing the total contract amount to $80,333.94. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015. Funds available through Capital Projects.

SEE ATTACHMENTS ON PAGES 169 - 171

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

7. Consider and approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, October 6, 2018 at 9:00 A.M.

SEE ATTACHMENTS ON PAGES 172 - 174

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

COUNTY AIRPORT:

8. Consider and possibly approve FY2019 TxDOT Routine Airport Maintenance Program (RAMP) Grant for the Jack Brooks Regional Airport. This grant will be used for the maintenance and improvement of airport pavements, signage, drainage, fencing, herbicides, hangars and terminal buildings.(This grant is a 50% match, up to $50,000).

SEE ATTACHMENTS ON PAGES 175 - 187

Motion by: Commissioner Alfred
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 amendment - 279th District Court - additional cost for indigent defense.

120-2038-412-5079	JUVENILE ATTORNEY FEES	$15,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$15,000.00

SEE ATTACHMENTS ON PAGES 188 - 188

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

10. Consider and approve budget transfer - Road & Bridge Pct.2 - additional cost for repairs to equipment.

112-0000-491-8006	CAPITAL PROJECTS FND #311	$33,000.00	
112-0202-431-3079	CRUSHED STONE		$4,000.00

112-0202-431-3003	ASPHALT OIL		$29,000.00

SEE ATTACHMENTS ON PAGES 189 - 189

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

11. Consider and approve Sheriff and Constables' Fees to be effective January 1, 2019.

SEE ATTACHMENTS ON PAGES 190 - 190

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

12. Receive and file Title IV-E Child Welfare Services Contract and related documents with the Texas Department of Family and Protective Services. Term of contract is October 1, 2018 through September 30, 2019, with automatic one-year renewal through September 30, 2025.

SEE ATTACHMENTS ON PAGES 191 - 310

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

13. Receive and file Title IV-E County Legal Services Contract and related documents with the Texas Department of Family and Protective Services. Term of contract is October 1, 2018 through September 30, 2019, with automatic one-year renewal through September 30, 2025.

SEE ATTACHMENTS ON PAGES 311 - 432

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

14. Regular County Bills check #450561 through checks #450865.

SEE ATTACHMENTS ON PAGES 433 - 442

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

COUNTY COMMISSIONERS:

15. Receive and file executed Memorandum of Understanding between Liberty Heights Community Center and Jefferson County.

SEE ATTACHMENTS ON PAGES 443 - 477

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

16. Consider and possibly approve an Amended Order Designating the Premcor Refinery Reinvestment Zone which was created by Order of the Commissioners Court on September 4, 2018 pursuant to Sec. 312.401, Tax Code. (This is to correct a ministerial mistake)

SEE ATTACHMENTS ON PAGES 478 - 488

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

17. Consider, possibly approve a Proclamation for Julie Rogers “Gift of Life” Program-2018 Ovarian & Breast Cancer Awareness Months.

SEE ATTACHMENTS ON PAGES 489 - 490

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

ENGINEERING:

18. Consider and possibly approve a Minor Plat of Lot 1 (0.2972 Acres) and Lot 2 (0.4852 Acres) out of and a part of a called 0.785 acres in the Emery Rains Survey Abstract No. 44, County Clerk File No. 2012018021209, OPRJCT. This plat is located off Reins Road in Precinct No. 1 and is in the Beaumont ETJ (extra-territorial jurisdiction). It was reviewed by the City of Beaumont Planning and Zoning Commission and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 491 - 492

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

19. Consider and possibly approve Tracts 9-A and 9-B, 0.3443 Acre of land, and part of Lot 9 Kinard Garden Subdivision located off Price Street in Precinct No. 2. This plat is in the City of Nederland ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 493 - 494

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

Other Business:

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

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

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 Request for Proposal

September 17, 2018

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 18-041/JW, Contract Grant Administration Services for a Home Buyout or Acquisition Program (For Community Development Block Grant – Disaster Recovery Program for Jefferson County).

Jefferson County plans to apply for the upcoming Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO). These services are being solicited to assist and advise Jefferson County on the acquisition of flood prone properties in accordance with CDBG-DR contract(s) for Home Buy-out or Acquisitions, if awarded, to support eligible activities in Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, http://www.co.jefferson.tx.us/Purchasing/main.htm, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME: **Contract Grant Administration Services for a Home Buyout or Acquisition Program (For Community Development Block Grant – Disaster Recovery Program for Jefferson County)**

PROPOSAL NO: **RFP 18-041/JW**

DUE DATE/TIME: **11:00 am CDT, Tuesday, October 9, 2018**

MAIL OR DELIVERY TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

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 is an Affirmative Action/Equal Opportunity Employer and encourages Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, and Women-owned Business Enterprises to submit proposals. The 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. The 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 the County. The County reserves the right to negotiate with any and all individuals or firms that submit proposals.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – September 19th & September 26, 2018

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Proposal Submissions:

Offeror is responsible for submitting:

- One (1) *original* proposal copy to include a completed copy of this specifications packet, in its entirety.
- Five (5) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

Additionally, Offeror must monitor the Jefferson County 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

Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

☒ Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.

☒ An acknowledgment and/or response to each section of the proposal.

☒ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

☒ Identification of three (3) entities for which the Offeror is providing or has provided Grant Administration and Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.

☒ One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; **and** Five (5) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

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

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms to provide Contract Grant Administration Services for a Home Buyout or Acquisition Program (For Community Development Block Grant – Disaster Recovery Program for Jefferson County); to assist and advise Jefferson County on the acquisition of flood prone properties.

The following items are provided as general information and specifications as required by Jefferson County.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information,** or **other data contained herein.** Be sure your proposal package is complete.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that The County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the County's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 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

Offerors are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Proposal Submission.

1.14 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

1.15 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, a contract (executed in response to this Request for Proposal) 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 the contract 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 contract, 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.

1.16 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

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

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

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

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

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

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

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

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

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

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

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

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising

the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

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

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

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

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

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

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

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

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

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

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

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or

research work under that “funding agreement,” the GOVERNMENT must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business.”

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

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

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

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

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

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

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 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 representative's 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 will 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.

1.17 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.18 Withdrawal of Proposal

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the County any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.19 Minority-Women Business Enterprise Participation

It is the desire of the 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.

1.20 Award

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.21 Ownership of Proposal

All proposals become the property of the Jefferson County and will not be returned to Offerors.

1.22 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.23 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be

amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.24 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.25 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.26 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies 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 services within the proper amount of time, and/or to properly perform any and all other requirements 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.

1.27 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.28 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.29 Loss, Damage, or Claim

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.30 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.31 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.32 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.33 Waiver of Subrogation

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

1.34 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, October 9, 2018, to:

Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal 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. Offerors are strongly urged to plan accordingly.

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

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

1.35 Proposal 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/request for statement of qualifications submission deadline, the bid/proposal/request 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 RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal 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.

1.36 Questions

Questions may be emailed to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us or faxed to 409-835-8456.

1.37 Tentative Schedule of Events

September 17, 2018	Issuance of Request for Proposal
October 9, 2018	Deadline Submission (late proposals will not be considered)
Week of October 10-12, 2018	Proposals distributed to Evaluation Committee
Week of October 15, 2018	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of October 22, 2018	Conduct Interview/Best and Final Offer/Short List
October 29, 2018	Recommendation for Award

Please note:
The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. RFP for Administration/Professional Services

Jefferson County is seeking to enter into a services contract with well-qualified administration/ management firm/professional service provider(s) to assist and advise in the acquisition of flood prone properties for a Home Buyout or Acquisition Program should funds be secured from the Texas General Land Office – Community Development Block Grant for Disaster Recovery Program (CDBG-DR).

Pre-funding services are not eligible for CDBG-DR reimbursement and must be paid with local or other non-CDBG-DR funds.

The following outlines the RFP:

I. Scope of Work

A sample detailed Scope of Work ("SOW") provided below.

The professional administration/management firm/consultant to be hired is to provide property acquisition services, to include:

Task 1: Review and Oversight of Title Company Activities
The Contractor will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract. The Contractor will review Title Search and Title Insurance Commitments to ensure that they meet the requirements of the contract. If problems are encountered, the Contractor, will seek resolution from the Title Company.

Task 2: Review of Appraisal
Each appraisal will be reviewed for compliance with the Uniform Standards for Professional Appraisal Practices (USPAP) and Grant agency requirements. The appraiser's estimate of value should be well documented and supported by the best comparable sale data available. Errors, omissions, and unsupported conclusions will be brought to the attention of the appraiser and the report will be revised as needed to meet the reviewer's requirements. An approved estimate of value will be prepared. Should a property owner later challenge the Determination of Compensation and obtain their own appraisal, the Contractor will review owner's appraisal and a revised Offer to Sell will be prepared as appropriate. The review of owner appraisals and the preparation of revised offers will be billed for each parcel as appropriate.

Task 3: Develop Data for Determining Compensation
Information provided by the community will be reviewed and an amount of compensation for each parcel will be recommended. The Contractor will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property. Duplication of Benefits Information will be reviewed and proper deductions from value will be made.

Note: Duplication of benefits data is only as good as the data provided by the Community and/or the homeowner. Contractor will not be responsible for duplication of benefits data not known or withheld at the time of the development of the Determination of Compensation. Every effort will be made to obtain complete and accurate Duplication of Benefits data up to the point of settlement of the property.

Task 4: Prepare Determination of Compensation and Offer to Sell Real Property
Utilizing the data developed or obtained in Task 3, the Contractor will prepare the following documents for the County's review: (1) Letter to each parcel owner explaining the acquisition process and their rights and options, to be signed by the Community official, (2) a Statement of Determination of Compensation for each parcel to be signed by the Community official, and; (3) an Offer to Sell Real Property agreement for each parcel.

Task 5: Meeting with Owners
Each parcel owner will be scheduled for a personal meeting at which time the letter from the County explaining the acquisition process and the owner's rights and options will be reviewed. The Statement of Determination of Compensation and Offer to Sell Real Property will also be explained to each parcel owner. If duplication of benefits deductions are made and the owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments will be made. The meetings will be conducted in facilities provided by the client. Following this meeting, the offer to sell will be presented to the owner, by the County.

Task 6: Prepare Deeds
The Contractor will provide the Title Company a Sample Deed for each parcel in a form that meets Texas General Land Office ("GLO) Community Development Block Grant – Disaster Recovery Program ("CDBG-DR")/Grant Agency requirements. The Deed will be suitable for recording with the Recorder of Deeds in the appropriate County. This Deed will recite the true consideration to be paid, will identity the interest in the land to be acquired, and will include appropriate deed restrictions as directed by the GLO and/or Grant agency.

Task 7: Oversee and Coordinate Settlements
The Title Company will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing. These activities will be monitored to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the Client prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identify each parcel by parcel number, owner name, address of property, and amount of compensation. The client will be advised to deposit the needed funds in the Title Company escrow prior to closing.

Task 8: Prepare and Maintain Hard Copy Case Files
A hard copy case file for each parcel purchased will be prepared and submitted to the client. This file will contain at a minimum: the application package from the owner; a copy of the appraisal; a copy of the letter; a copy of the Determination of Compensation; a copy of the Offer to Sell and any revisions thereto; a copy of the final title insurance policy; and a copy of the recorded Deed. Notes regarding owner meetings and various discussions will be included in the case file as appropriate.

ADDITIONAL TASKS (AS NEEDED):

Task 9: Determine Relocation Benefits for Eligible Tenants
The Contractor will review eligibility for relocation benefits. The Contractor will obtain information from each tenant and calculate benefits amounts to be paid. The Contractor will prepare an Agreement for each eligible owner or tenant and will oversee the payment of benefits. This fee will only be charged for those parcels that are tenant occupied for which the tenant is determined to be eligible for and actually receives tenant relocation.

General Contract Provisions:

The County will provide space and necessary equipment for on-site work in connection with the buyout, acquisition, and if needed- relocation services.

The Consultant will contract directly with the appraisal firm and will invoice the County for the actual cost of appraisals.

Consultant will invoice the County for services as costs are incurred.

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a brief description of each task.

II. Statement of Qualifications

Jefferson County is seeking to contract well-qualified administration/ management firm/professional service provider(s) to assist and advise in the acquisition of flood prone properties for a Home Buyout or Acquisition Program.

Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Related experience **in the acquisition of flood prone properties (Home Buyout and/or Acquisition Programs)** – with an emphasis on directly-related and recent experience;
- A description of work performance and experience with Home Buyout and/or Acquisition Programs including a list of at least three references from past local government clients, with information describing the recency and relevancy of the previous performance and experience;
- Describe the proposing entity's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this management services contract, identifying current employees and proposed hires; and
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

III. Proposed Cost of Services

Please provide your cost proposal to accomplish the scope of work by activity (Property Acquisition Services) outlined above and for any additional services required using the Cost of Services page(s) included in Exhibit B: Required RFP Forms. The final grant amount is yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided. The local government will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Firms may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract; rather, award will be made to the firm(s) providing the best value to the County, cost and other factors considered.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used. "Cost plus percentage of cost" type proposals are prohibited.

IV. Evaluation Criteria

The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Exhibit B:

Criteria	Maximum Points
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	20
Total	100

V. Submission Requirements

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

- **Transmittal Letter**
  The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP. The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

- **Executive Summary**
  The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

- **Table of Contents**

  Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

- **Offeror Identifying Information**

  Offerors must provide the following identifying information:

  a. Name and address of business entity submitting the proposal;

  b. Type of business entity (i.e., corporation, partnership);

  c. Place of incorporation, if applicable;

  d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;

  e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;

  f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

  g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and

  h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

- **Confidential/Proprietary Information**

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

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

- **A statement of conflicts of interest** (if any) the proposing entity or key employees may have regarding these services, and a plan for mitigating the conflict(s). Please note that the County may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

- **System for Award Management**. Consultant/Firm, and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). **Enclose a print out of the search results that includes the record date.**

- **Form CIQ,** enclosed in **Exhibit B**. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.

- **Certification Regarding Lobbying,** enclosed in **Exhibit B**. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.

- **Form 1295,** enclosed in **Exhibit B**. Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.

- **Required Contract Provisions**. Applicable provisions enclosed in **Exhibit C** must be included in all contracts executed as a result of this RFP.

- **Additional Forms to be completed and submitted with RFP response:**
  Non-Disclosure Agreement
  Vendor References
  Signature Page
  Good Faith Effort (HUB Solicitation)
  Notice of Intent (NOI) to Subcontract with HUB
  HUB Subcontracting Participation Declaration
  Residence Certification / Tax
  Bid Affidavit

VI. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5) Using 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.

VII. **Deadline for Submission** – Proposals must be received no later than 11:00 am CDT, Tuesday, October 9, 2018. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Any questions or requests for clarification must be submitted in writing to Jamey West, Assistant Purchasing Agent at jwest@co.jefferson.tx.us least 3 business days prior to the deadline. The County may, if appropriate, circulate the question and answer to all firms submitted proposals.

Exhibit A
Administration/Professional Services Rating Sheet

Grant Recipient _____ CDBG-DR

Name of Respondent _____ Date of Rating _____

Evaluator's Name _____

Experience -- Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

	Factors	Max.Pts.	Score
1.	Related Experience / Background with federally funded projects	10	
2.	Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.)	10	
5.	References from current/past clients	10	
	Subtotal, Experience	30	

Work Performance

	Factors	Max.Pts.	Score
1.	Submits requests to client/GLO in a timely manner	5	
2.	Responds to client/GLO requests in a timely manner	5	
3.	Past client/GLO projects completed on schedule	5	
4.	Work product is consistently of high quality with low level of errors	5	
5.	Past client/GLO projects have low level of monitoring findings/concerns	5	
6.	Manages projects within budgetary constraints	5	
	Subtotal, Performance	30	

Capacity to Perform

	Factors	Max.Pts.	Score
1.	Qualifications of Professional Administrators / Experience of Staff	5	
2.	Present and Projected Workloads	5	
3.	Quality of Proposal/Work Plan	5	
4.	Demonstrated understanding of scope of the CDBG-DR Project	5	
	Subtotal, Capacity to Perform	20	

Proposed Cost

Factors	Max.Pts.	Score
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	
	20	

TOTAL SCORE

	Factors	Max.Pts.	Score
☐	Experience	30	
☐	Work Performance	30	
☐	Capacity to Perform	20	
☐	Proposed Cost	20	
	Total Score	100	

SAMPLE

Exhibit B: Required RFP Forms

Cost of Services: Basic Acquisition Services

Maximum amount of grant funds firm is able and/or willing to manage: $_____

The Consultant will contract for title services and for appraisals on behalf of the County and will be responsible for overseeing the title company and appraisal contractors to ensure that they meet the requirements of the Grant. The cost of appraisals and title work are not part of the contractor's per parcel fee.

BASIC ACQUISITION SERVICE		
Potential Grant Award Amount	Cost of Services Per Parcel	% of Profit
$1 million		
$2 million		
$3 million		

Offeror Must Complete and Return This Page With Offer.

Cost of Services: Determination of Relocation Benefits for Eligible Tenants

Note: This is an Additional Task (AS NEEDED)

Maximum amount of grant funds firm is able and/or willing to manage: $_____

Determination of Relocation Benefits for Eligible Tenants		
Potential Grant Award Amount	Cost of Services Per Parcel	% of Profit
$1 million		
$2 million		
$3 million		

Offeror Must Complete and Return This Page With Offer.

Insert System for Award Management (SAM) record search for company name and company principal. (See Page 7, Section 1.13, Vendor Registration: SAM (System for Award Management**)**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **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.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor’s Authorized Official

_____
Printed Name and Title of Contractor’s Authorized Official

_____
Date

Offeror Must Complete and Return This Page With Offer

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Sub-awardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature: _____** **Print Name: _____** **Title: _____** **Telephone No.: _____ Date: _____**
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

<u>Offeror Must Complete and Return This Page With Offer.</u>

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of $1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page 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 OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Offeror Must Complete and Return This Page 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 Offeror be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? .....**Yes** ☐ **No** ☐

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

The undersigned agrees, if this proposal 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 Request for Proposal, Conditions of Request for Proposal, 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 proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Offeror 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 submit a proposal or not to submit a proposal thereon.

Offeror (Entity Name)	Signature
Street & Mailing Address	Print Name
County, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

<u>Offeror Must Complete and Return This Page With Offer.</u>

Local Government Officer

Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT — **FORM CIS**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

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 **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).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ Signature of officer administering oath

_____ Printed name of officer administering oath

_____ Title of officer administering oath

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

Offeror Must Complete and Return This Page With Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street County State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street County State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

Offeror Must Complete and Return This Page 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 County 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 County 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: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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 County 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 County 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.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street County 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 County 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: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street County 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 County State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

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

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

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

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

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

Offeror Must Complete and Return This Page With Offer.

Bid Affidavit

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

STATE OF_____ COUNTY OF_____

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

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

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(name of firm)

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

Name and address of bidder: _____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

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

this the _____ day of_____, 2018.

_____
Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

Exhibit C: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using 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; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
None	Verification No Boycott Israel. As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.	Texas Government Code 2270.002
None	Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.	Texas Government Code 2252.152
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The contractor 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) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

	to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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. (5) The 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. (6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor 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 interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or	

	subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to 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).	2 CFR 200 APPENDIX II (G)

>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.	24 CFR §135.38

	F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

September 11, 2018

Member's Building Maintenance
11363 Denton Drive, #127
Dallas TX 75229
Attention: Mr. Eddie Kang

Re: (IFB 13-013/JW), Term Contract for Janitorial Services for Jefferson County

Dear Mr. Kang:

Please be advised the above-referenced contract for Jefferson County will expire on **October 18, 2018.** It is requested that your company extend your current contract for an additional two (2) weeks, to expire November 1, 2018.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, September 12, 2018. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: ys

Price Extension Received and Accepted: 9/11/2018 (Date)

Project Number: IFB 13-013/JW

Contractor: Member's Building Maintenance

Signature:

Print Name and Title: Ann Kim Sec.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

ATTACHMENT A
(IFB 14-032/JW)
Term Contract for Paper Stock & Envelopes for Jefferson County
Awarded: September 8, 2014

I. Paper Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	IP Relay	~~$5.70~~ $6.00	5,000	~~$28.50~~ $30.00	Olmsted-Kirk Paper Co.
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	IP Tidal	~~$7.20~~ $7.584	5,000	~~$36.02~~ $37.92	Olmsted-Kirk Paper Co.
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	IP Tidal	~~$9.16~~ $9.64	5,000	~~$45.80~~ ~~$48.20~~	Olmsted-Kirk Paper Co.
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	IP Tidal	~~$14.41~~ $15.168	2,500	~~$36.02~~ $37.92	Olmsted-Kirk Paper Co.
5	24 lb. Bond Paper, long grain, white 8½x11, Paper grade: Laser Print #1	IP Hammermilll	~~$10.86~~ $11.43	5,000	~~$54.30~~ $57.15	Olmsted-Kirk Paper Co.
6	24 lb. Bond Paper, long grain, white 8½x14, Paper grade: Laser Print #1	IP Hammermill	~~$13.78~~ $14.51	5,000	~~$68.92~~ $72.55	Olmsted-Kirk Paper Co.
7	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4	Domtar Earth Choice Note: Peach not available – substitute w/salmon	~~$8.07~~ $8.50	5,000	~~$40.35~~ $42.50	Bosworth Papers, Inc.
11	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	Neenah Atlas	~~$17.61~~ $19.48	5,000	~~$92.50~~ $97.40	Olmsted Kirk Paper Co.
12	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	Neenah Atlas	~~$36.50~~ $40.35	5,000	~~$182.50~~ $201.75	Olmsted Kirk Paper Co.

II. Card Stock

16	8½x14 100 lb. manila Springhill tag	IP Springhill	~~$40.90~~ $45.20	2,000	~~$81.80~~ $90.40	Olmsted Kirk Paper Co.
17	8x8 110 lb. Springhill index white	IP Springhill	~~$27.50~~ $30.40	2,000	~~$55.00~~ $60.80	Olmsted Kirk Paper Co.
21	#80 8½x11 Classic Crest Avon Ivory	Neenah Classic Crest	~~$61.44~~ $67.10	2,000	~~$122.88~~ $134.20	Olmsted Kirk Paper Co.
22	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11	Neenah Starwhite	~~$38.64~~ $42.90	2,000	~~$77.28~~ $85.80	Olmsted Kirk Paper Co.

III. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
23	24 lb. catalog envelopes 10”x13” white woven	Cenveo OKCO	~~$62.54~~ $65.84	500	~~$31.27~~ $32.92	Olmsted Kirk Paper Co.
24	28 lb. white catalog envelopes 9”x12”	Cenveo OKCO	~~$52.44~~ $55.20	500	~~$26.22~~ $27.60	Olmsted Kirk Paper Co.
25	15”x10” brown kraft gummed flap document env. 32#	Cenveo	~~$49.23~~ $261.875	100	~~$492.35~~ $523.75	Olmsted Kirk Paper Co.
26	#9 window envelopes – 24 lb. white wove	Cenveo OKCO	~~$20.00~~ $26.325	2,500	~~$50.00~~ $52.65	Olmsted Kirk Paper Co.
27	#9 regular envelopes – 24 lb. white wove	Cenveo OKCO	~~$17.22~~ $22.65	2,500	~~$43.05~~ $45.30	Olmsted Kirk Paper Co.
28	#10 window env. – 24 lb. white wove (hard boxes)	Cenveo OKCO	~~$20.00~~ $26.325	2,500	~~$50.00~~ $52.65	Olmsted Kirk Paper Co.
29	#10 regular env. – 24 lb. white wove (hard boxes)	Cenveo OKCO	~~$17.22~~ $22.65	2,500	~~$43.05~~ $45.30	Olmsted Kirk Paper Co.

30	#11 window envelopes – 28 lb. white wove	Cenveo OKCO	~~$152.36~~ $160.38	2,500	~~$380.90~~ $400.95	Olmsted Kirk Paper Co.
31	#11 regular envelopes – 28 lb. white wove	Cenveo	~~$116.34~~ $122.46	2,500	~~$290.85~~ $306.15	Olmsted Kirk Paper Co.
32	#12 window envelopes – 24 lb. white wove	Cenveo	~~$53.90~~ $56.736	2,500	~~$134.75~~ $141.84	Olmsted Kirk Paper Co.
33	#12 regular envelopes – 24 lb. white wove	Cenveo	~~$49.50~~ $52.10	2,500	~~$123.75~~ $130.25	Olmsted Kirk Paper Co.
35	#12 brown kraft envelopes – 28 lb.	Cenveo	~~$127.40~~ $133.68	2,500	~~$318.50~~ $335.26	Olmsted Kirk Paper Co.
36	#14 brown kraft envelopes – 28 lb.	Cenveo	~~$127.00~~ $133.68	2,500	~~$317.50~~ $334.20	Olmsted Kirk Paper Co.
37	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	Cenveo Springhill	~~$26.67~~ $28.08	2,500	~~$66.67~~ $70.20	Olmsted Kirk Paper Co.

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
38	8½x11 CFB white-black image long grain	Appvion NCR	~~$27.61~~ $30.81	5,000	~~$138.05~~ $154.05	Olmsted Kirk Paper Co.
39	8½x14 CFB white-black image long grain	Appvion NCR	~~$35.10~~ $39.168	5,000	~~$175.50~~ $195.84	Olmsted Kirk Paper Co.
40	8½x11 2-part black image carbonless reverse collated	Appvion NCR	~~$20.33~~ $22.68	5,000	~~$101.65~~ $113.40	Olmsted Kirk Paper Co.
41	8½x11 Mead 3-part black image carbonless rev. coll.	Appvion NCR	~~$22.87~~ $25.52	5,000	~~$114.35~~ $127.60	Olmsted Kirk Paper Co.
42	8½x11 Mead 4-part black image carbonless rev. coll.	Appvion NCR	~~$24.45~~ $27.28	5,000	~~$122.25~~ $136.40	Olmsted Kirk Paper Co.
43	8½x11 Mead 5-part black image carbonless rev. coll.	Appvion NCR	~~$25.14~~ $28.05	5,000	~~$125.70~~ $140.25	Olmsted Kirk Paper Co.
44	8½x14 Mead 2-part black image carbonless rev. coll.	Appvion NCR	~~$25.86~~ $28.85	5,000	~~$129.30~~ $144.25	Olmsted Kirk Paper Co.
46	8½x14 Mead 4-part black image carbonless rev. coll.	Appvion NCR	~~$31.10~~ $34.70	5,000	~~$155.50~~ $173.50	Olmsted Kirk Paper Co.
47	8½x14 Mead 5-part black image carbonless rev. coll.	Appvion NCR	~~$32.03~~ $35.74	5,000	~~$160.15~~ $178.70	Olmsted Kirk Paper Co.

49	8½x11 Astro Bright Cover, 65C	Neenah Astrobrights	~~$25.22~~ $27.875	2,000	~~$50.44~~ $55.75	Olmsted Kirk Paper Co.

V. Specialty Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
50	36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock	Neenah Weston	~~$90.06~~ $100.50	2,000	~~$180.12~~ $201.00	Olmsted Kirk Paper Co.

OLMSTED-KIRK
PAPER CENTER

1601 VALLEY VIEW LANE
DALLAS, TEXAS 75234
214.637.2220
OKPAPER.COM

Jefferson County Purchasing September 10, 2018

Beaumont, TX

Attn: Yes-Mei Sauer

Re: IFB 14-032/JW Term Contract for Paper Stock and Envelopes

The paper industry continues to experience shortages and price increases. This is the third round of major increases in 2018 for all white commodity paper products. The price of pulp and freight continues to increase and combined with the shortage of manufacturing has caused the pricing to experience unprecedented increases.

Attached are letters from the paper manufacturers announcing the increases.

Please review and let me know if you have any questions.

Thanks for your understanding.

Alan Proctor

O K Paper

Domtar
100 Kingsley Park Drive
Fort Mill, SC 29715
803-802-7500

July 31, 2018

SUBJECT: DOMTAR – PRICING INFORMATION

Dear Valued Customer:

Effective with shipments September 1, 2018, pricing for all Domtar Printing, Publishing, Converting and Business Papers products will increase US $2.50/cwt.

Pricing for Cougar® products will not change.

In addition, effective with shipments September 1, 2018, pricing for Domtar Bagstock, Tablet, Canary Tablet and Stick Paper will increase US $4.00/cwt.

Discounts and deviations to pricing will be reviewed.

Office papers products shipping to the Western US will incur an additional $1.00/cwt. upcharge. The states included are Washington, Oregon, California, Idaho, Nevada, Utah, Arizona, New Mexico, Colorado, Montana and Wyoming.

Price increases apply to all pack types; rolls, folio, digital and cut size.

All current standard differentials and upcharges remain in effect.

Please contact your Domtar Account Manager with any questions. Thank you for your continued support.

Sincerely,

William R. Koehn

William R. Koehn
Vice President Communication Paper Sales

Cenveo®

200 First Stamford Place
2nd Floor
Stamford, CT 06902
tel 203.595.3000
www.cenveo.com

May 21, 2018

RE: CENVEO ENVELOPE PRICE INCREASE

To Our Valued Customers:

Due to ongoing market conditions and the rise of raw material costs including market-wide paper and freight increases, Cenveo announces an increase on all envelope grades by 5% effective with shipments beginning July 2, 2018. Cenveo remains committed to do everything possible to limit the impact of these increases through enhanced efficiencies.

These are challenging times for our industry and with material increases and continued unprecedented issues around freight capacity and associated costs, we have included both the May increase announcements and the need to capture rising freight costs in the 5% announced increase. This allows us to build the freight costs into the price of goods versus a separate "Freight Capacity Surcharge" line item.

We thank you for your business and continued support. If you have any questions, please contact your Cenveo Sales Representative.

We look forward to serving your future envelope needs.

Sincerely,

Cenveo Envelope Group

APPVION

August 31, 2018

To Our Valued Appvion Customers:

Appvion is announcing a price increase on NCR PAPER* Brand carbonless sheet products and non-paper products sold in the United States and Canada. This price increase is in addition to all previously announced increases.

Despite our continuous improvement initiatives and cost reduction efforts, the costs associated with manufacturing and transporting our products continue to increase. We have been unable to compensate for significant pulp, chemical, and freight inflation.

Effective with shipments on Monday October 1, 2018 Appvion will increase prices as follows:

NCR PAPER* Brand carbonless sheet grades	8.0%
Non-paper products	8.0%

Please contact your Appvion sales representative with any questions you may have. We value your business and thank you for your continuing support.

Sincerely,

Ted Pinkos
Global Sales Director – Carbonless & Specialty Papers

*NCR PAPER is a registered trademark licensed to Appvion Operations, Inc.

825 East Wisconsin Avenue P.O. Box 359 Appleton, WI 54912-0359 920-734-9841 appvion.com

INTERNATIONAL PAPER
6400 POPLAR AVENUE
MEMPHIS, TN 38197
PHONE 901.419.9000

July 30, 2018

To Our Merchant Customers:

Effective with all shipments on or after August 30, 2018, International Paper will increase prices by approximately 5% on the following products:

- All Williamsburg Rolls and Sheets
- All Accent® Opaque Rolls and Sheets
- All Springhill® Rolls and Sheets
- All Office Papers Products

The following changes to our upcharges/differentials will also become effective on August 30:

- The standard basis weight differential on all Williamsburg and Accent products will be as follows:

50lb over 60lb:	$2.00/cwt
55lb over 60lb:	$1.00/cwt

- Williamsburg offset roll products with a diameter below 50 inches, will be assessed a $1.00/cwt upcharge (This upcharge will not apply to Return Postcard)
- Williamsburg offset products with vellum finish will be assessed a $1.00/cwt upcharge (This upcharge will not apply to Return Postcard)
- All custom sheet orders will be subject to additional charges
- All orders for office papers products shipping west of the Rockies will incur a $1/cwt freight upcharge

Additionally, we will review existing program business to evaluate current discounts off the warehouse price and on deviated roll business. Your sales representative will contact you to discuss how this will affect you.

If you have any questions regarding these changes, please contact your sales representative.

Thank you for your support of International Paper.

Sincerely,

Greg Gibson
Vice President & General Manager
North American Papers

Ray Rabbitt
Director of Sales, Merchant Channel
North American Papers



Verso Corporation
8540 Gander Creek Road
Miamisburg, Ohio 45342

Michael A. Weinhold
President, Graphic Papers

T 937 242 9560
E michael.weinhold@versoco.com
W versoco.com

September 5, 2018

Dear Customer:

Effective with all new and existing orders with confirmed delivery dates of October 5, 2018 or later, Verso Corporation is increasing the transaction price of all Coated Freesheet Sheets and Sheeter Roll grades, including but not limited to:

Coated Freesheet Sheets	**Increase Amount**
Anthem Plus® sheets/sheeter rolls	4 to 5%
Blazer Digital® sheets/sheeter rolls	4 to 5%

The increase applies to all basis weights, bulks, finishes and related private label grades. Should you have any questions, please contact your Verso professional sales representative. Thank you for your continued support.

Sincerely,

Mike Weinhold

Manage your preferences | Opt out using TrueRemove™
Got this as a forward? Sign up to receive our future emails.
View this email online.

emma

O-K OLMSTED-KIRK
PAPER CENTER

1601 VALLEY VIEW LANE
DALLAS, TEXAS 75234
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OKPAPER.COM

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O K Paper

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July 31, 2018

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May 21, 2018

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We look forward to serving your future envelope needs.

Sincerely,

Cenveo Envelope Group

APPVION

August 31, 2018

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Non-paper products	8.0%

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Sincerely,

Ted Pinkos
Global Sales Director – Carbonless & Specialty Papers

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825 East Wisconsin Avenue P.O. Box 359 Appleton, WI 54912-0359 920-734-9841 appvion.com

INTERNATIONAL PAPER

6400 POPLAR AVENUE
MEMPHIS, TN 38197
PHONE 901.419.9000

July 30, 2018

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Vice President & General Manager
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Ray Rabbitt
Director of Sales, Merchant Channel
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Verso Corporation
8540 Gander Creek Road
Miamisburg, Ohio 45342

Michael A. Weinhold
President, Graphic Papers

T 937 242 9560
E michael.weinhold@versoco.com
W versoco.com

September 5, 2018

Dear Customer:

Effective with all new and existing orders with confirmed delivery dates of October 5, 2018 or later, Verso Corporation is increasing the transaction price of all Coated Freesheet Sheets and Sheeter Roll grades, including but not limited to:

Coated Freesheet Sheets	**Increase Amount**
Anthem Plus® sheets/sheeter rolls	4 to 5%
Blazer Digital® sheets/sheeter rolls	4 to 5%

The increase applies to all basis weights, bulks, finishes and related private label grades. Should you have any questions, please contact your Verso professional sales representative. Thank you for your continued support.

Sincerely,

Mike Weinhold

Manage your preferences | Opt out using TrueRemove™
Got this as a forward? Sign up to receive our future emails.
View this email online.

emma

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

(IFB 14-032/JW)
Term Contract for Paper Stock & Envelopes for Jefferson County
Awarded: September 8, 2014

(Updated 7/10/2018)

Renewal 1: 9/7/2015-9/6/2016
Renewal 2: 9/6/2016-9/5/2017
Renewal 3: 9/5/2017-9/4/2018

Current Pricing

I. Paper Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	IP Relay	$5.70 6.00/M	5,000 30.00	$28.50 3.00/cs	Olmsted-Kirk Paper Co.
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	IP Tidal	$7.20 7.584/M	5,000	$36.02 37.92/cs	Olmsted-Kirk Paper Co.
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	IP Tidal	$9.16 9.64/M	5,000	$45.80 48.20/cs	Olmsted-Kirk Paper Co.
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	IP Tidal	$14.41 15.168/M	2,500	$36.02 37.92/cs	Olmsted-Kirk Paper Co.
5	24 lb. Bond Paper, long grain, white 8½x11, Paper grade: Laser Print #1	IP Hammermilll	$10.86 11.43/M	5,000	$54.30 57.15/cs	Olmsted-Kirk Paper Co.
6	24 lb. Bond Paper, long grain, white 8½x14, Paper grade: Laser Print #1	IP Hammermill	$13.78 14.51/M	5,000	$68.92 72.55/cs	Olmsted-Kirk Paper Co.
7	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4	Domtar Earth Choice Note: Peach not available – substitute w/salmon	$8.07 8.50	5,000	$40.35 42.50/cs	Bosworth Papers, Inc.
8	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4	Domtar Earth Choice Note: Peach not available – substitute w/ salmon	$10.85	5,000	$54.25	Bosworth Papers, Inc.

(IFB 14-032/JW)
Term Contract for Paper Stock & Envelopes for Jefferson County
Current Pricing

I. Paper Stock (Continued)

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
9	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	Domtar Earth Choice	$8.07	5,000	$40.35	Bosworth Papers, Inc.
10	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	Domtar Earth Choice	$10.85	5,000	$54.25	Bosworth Papers, Inc.
11	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	Neenah Atlas	$17.61 19.48/m	5,000	$88.05 $92.50 97.40/cs	Olmsted Kirk Paper Co.
12	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	Neenah Atlas	$36.50 40.35/m	5,000	$182.50 $191.65 201.75	Olmsted Kirk Paper Co.

II. Card Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
13	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Earth Choice	$15.32	2,000	$30.64	Bosworth Papers, Inc.
14	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Earth Choice Note: Aqua not available.	$16.23	2,000	$32.46	Bosworth Papers, Inc.
15	20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	Hammermill Bond	$8.83	5,000	$44.15	Bosworth Papers, Inc.
16	8½x14 100 lb. manila Springhill tag	IP Springhill	$40.90 45.20/m	2,000	$81.80 $85.90 90.40/cs	Olmsted Kirk Paper Co.
17	8x8 110 lb. Springhill index white	IP Springhill	$27.50 30.40/m	2,000	$55.00 $57.76 60.80/cs	Olmsted Kirk Paper Co.
18	Hammermill accent opaque 28/70 lb. white – vellum finish, long grain, 8½x11	Lynx Domtar	$10.49	4,000	$41.96	Bosworth Papers, Inc.

(IFB 14-032/JW)
Term Contract for Paper Stock & Envelopes for Jefferson County
Current Pricing

II. Card Stock (Continued)

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
19	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	Neenah Astrobrights	$15.90	5,000	$79.50	Bosworth Papers, Inc.
20	#80 8½x11 Classic Crest Avon Brilliant White	Neenah Classic Crest	$60.45	2,000	$120.90 $127.50	Olmsted Kirk Paper Co.
21	#80 8½x11 Classic Crest Avon Ivory	Neenah Classic Crest	$61.44 67.10/m	2,000	$122.88 $129.64 134.20/cs	Olmsted Kirk Paper Co.
22	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11	Neenah Starwhite	$38.64 42.90/m	2,000	$77.28 $81.52 85.80/cs	Olmsted Kirk Paper Co.

III. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
23	24 lb. catalog envelopes 10"x13" white woven	Cenveo OKCO	$62.54 65.84/m	500	$31.27 32.92/cs	Olmsted Kirk Paper Co.
24	28 lb. white catalog envelopes 9"x12"	Cenveo OKCO	$52.44 55.20/m	500	$26.22 27.60/cs	Olmsted Kirk Paper Co.
25	15"x10" brown kraft gummed flap document env. 32#	Cenveo	$49.23 261.875/m	100	$492.35 523.75/cs	Olmsted Kirk Paper Co.
26	#9 window envelopes – 24 lb. white wove	Cenveo OKCO	$20.00 26.325/m	2,500	$50.00 52.65/cs	Olmsted Kirk Paper Co.
27	#9 regular envelopes – 24 lb. white wove	Cenveo OKCO	$17.22 22.65/m	2,500	$43.05 45.30/cs	Olmsted Kirk Paper Co.
28	#10 window env. – 24 lb. white wove (hard boxes)	Cenveo OKCO	$20.00 26.325/m	2,500	$50.00 52.65/cs	Olmsted Kirk Paper Co.
29	#10 regular env. – 24 lb. white wove (hard boxes)	Cenveo OKCO	$17.22 22.65/m	2,500	$43.05 45.30/cs	Olmsted Kirk Paper Co.
30	#11 window envelopes – 28 lb. white wove	Cenveo OKCO	$152.36 160.38/M	2,500	$380.90 400.95/cs	Olmsted Kirk Paper Co.
31	#11 regular envelopes – 28 lb. white wove	Cenveo	$116.34 122.46/M	2,500	$290.85 306.15/cs	Olmsted Kirk Paper Co.

(IFB 14-032/JW)
Term Contract for Paper Stock & Envelopes for Jefferson County
Current Pricing

III. Envelopes (Continued)

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
32	#12 window envelopes – 24 lb. white wove	Cenveo	$53.90 56.736/M	2,500	$134.75 141.84/cs	Olmsted Kirk Paper Co.
33	#12 regular envelopes – 24 lb. white wove	Cenveo	$49.50 52.10/M	2,500	$123.75 130.25/cs	Olmsted Kirk Paper Co.
34	#10 brown kraft envelopes – 28 lb.	Bosworth Papers, Inc.	$25.72	2,500	$64.30	Bosworth Papers, Inc.
35	#12 brown kraft envelopes – 28 lb.	Cenveo	$127.40 134.104/M	2,500	$318.50 335.26/cs	Olmsted Kirk Paper Co.
36	#14 brown kraft envelopes – 28 lb.	Cenveo	$127.00 133.68/M	2,500	$317.50 334.20/cs	Olmsted Kirk Paper Co.
37	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	Cenveo Springhill	$26.67 28.08/M	2,500	$66.67 70.20/cs	Olmsted Kirk Paper Co.

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
38	8½x11 CFB white-black image long grain	Appvion NCR	$27.61 30.81/M	5,000	$138.05 $146.35 154.05/cs	Olmsted Kirk Paper Co.
39	8½x14 CFB white-black image long grain	Appvion NCR	$35.10 39.168/M	5,000	$175.50 $186.05 195.84/cs	Olmsted Kirk Paper Co.
40	8½x11 2-part black image carbonless reverse collated	Appvion NCR	$20.33 22.68/M	5,000	$101.65 $107.75 113.40/cs	Olmsted Kirk Paper Co.
41	8½x11 Mead 3-part black image carbonless rev. coll.	Appvion NCR	$22.87 25.52/M	5,000	$114.35 $121.20 127.60/cs	Olmsted Kirk Paper Co.
42	8½x11 Mead 4-part black image carbonless rev. coll.	Appvion NCR	$24.45 27.28/M	5,000	$122.25 $129.60 136.40/cs	Olmsted Kirk Paper Co.
43	8½x11 Mead 5-part black image carbonless rev. coll.	Appvion NCR	$25.14 28.05/M	5,000	$125.70 $133.25 140.25/cs	Olmsted Kirk Paper Co.
44	8½x14 Mead 2-part black image carbonless rev. coll.	Appvion NCR	$25.86 28.85/M	5,000	$129.30 $137.05 144.25/cs	Olmsted Kirk Paper Co.

(IFB 14-032/JW)
Term Contract for Paper Stock & Envelopes for Jefferson County
Current Pricing

IV. No Carbon Required Paper (Continued)

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
45	8½x14 Mead 3-part black image carbonless rev. coll.	Appvion NCR	$29.07	5,000	$145.35 $154.10	Olmsted Kirk Paper Co.
46	8½x14 Mead 4-part black image carbonless rev. coll.	Appvion NCR	$31.10 34.70/M	5,000	$155.50 $164.85 173.50/cs	Olmsted Kirk Paper Co.
47	8½x14 Mead 5-part black image carbonless rev. coll.	Appvion NCR	$32.03 35.74/M	5,000 178.70/cs	$160.15 $169.75	Olmsted Kirk Paper Co.
48	8½x11 Astro Bright Text, 60T	Neenah Astrobrights	$15.90	5,000	$79.50	Bosworth Papers, Inc.
49	8½x11 Astro Bright Cover, 65C	Neenah Astrobrights	$25.22 27.875/M	2,000	$50.44 $52.96 55.75/cs	Olmsted Kirk Paper Co.

V. Specialty Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
50	36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock	Neenah Weston	$90.06 100.50/M	2,000	$180.12 $190.92 201.00/cs	Olmsted Kirk Paper Co.

Bosworth Papers, Inc.
10425 Okanella St., Ste 600
Houston, TX 77041
Contact: Maureen Shields
MShields@bosworthpapers.com
customerservice@bosworthpapers.com
713-460-5060 phone
713-460-2037 fax

Olmsted Kirk Paper Co.
1601 Valley View
Dallas, TX 75234
Contract contact: Alan Proctor
aproctor@okpaper.com
214-637-7146 phone
214-537-2131 fax
Sales contact: Eva Crisman
ecrisman@okpaper.com
409-840-4682 phone
409-600-3072 cell
409-840-4684 fax

CONTRACT RENEWAL FOR IFB 14-032/JW
TERM CONTRACT FOR PAPER STOCK & ENVELOPES FOR JEFFERSON COUNTY

The County entered into a contract with Olmsted Kirk Paper Co., Inc. for one (1) year, from September 8, 2014 to September 7, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from September 4, 2018 to September 3, 2019.

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Olmsted Kirk Paper Co.

(Name)
Alan Proctor

CONTRACT

This agreement made this **17th** day of **September, 2018**, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and **GADV Inc. d/b/a L & L General Contractors** 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.

SCOPE OF WORK: This project includes the repair or replacement of damaged components of Hangar No. 2 / Office Buildout located at the Jack Brooks Regional Airport. The scope and purpose (as outlined in the plans, drawings, bid specifications, addenda) for this project establishes regulations, general requirements, and particular requirements necessary for the repair of damage sustained by Hangar No. 2.

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 Contactor.

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 preceding 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 **$ 232,00.00** 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 75 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: _____ 9/17/2018
Jeff R. Branick, County Judge — Date

RECOMMENDED FOR EXECUTION:

_____ 9/13/18
Billy J. Smith, Jr., President — Date
Fittz & Shipman, Inc. / Consulting Engineer

CONTRACTOR
Party of the Second Part

By: McClain McDonald Vice Pres 9-14-2018
Printed Name & Title — Date

_____
Signature

GADV Inc dba L&L General Contractors
Firm/Company Name

ATTEST: _____ DATE: 9/17/18
Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

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 of 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 to 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-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

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

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

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

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

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

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

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

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

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 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 will 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 409-796-1341
Phone 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: Jayme Sims - Senior Project Manager

Phone: 281-873-3229 Fax:

Email Address: JaymeS@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** [X] **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: $ 92,800 . 00

Materials Bid Amount Written in Words:

Ninety Two Thousand Eight Hundred dollars and Zero /100

Labor Bid Amount: $ 139,200 . 00

Labor Bid Amount Written in Words:

One Hundred Thirty Nine Thousand Two Hundred dollars and Zero /100

Total Bid Amount: $ 232,000 . 00

Total Base Bid Amount Written in Words:

Two Hundred Thirty Two Thousand dollars and Zero /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 Add#1 Date Received 8-9-2018

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

None

2 [Z] **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.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NO

Name of Officer

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

[ ] Yes [ ] No

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?

[ ] Yes [ ] No

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?

[ ] Yes [ ] No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

8-14-2018

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

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 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).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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 (p No)

Address: 8321 Bauman Rd. (Street) Houston (City) Texas (State) 77022 (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	M'C M'D	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

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

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

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:

- [X] 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. (Street) Houston (City) Texas (State) 77022 (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: M'Cl M'Dl

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 (name), who

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

"I, McClain McDonald (name) am a duly authorized officer of/agent

for GADV Inc dba L&L General Contractors (name of firm) and have been duly authorized to execute the

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 (print name) Title: Vice President

Signature: M C M D

SUBSCRIBED AND SWORN to before me by the above-named McClain McDonald on

this the 14th day of August, 2018.

Tara K Davis
Notary Public in and for
the State of TX

TARA KYLE DAVIS
Notary Public, State of Texas
Comm. Expires 03-02-2022
Notary ID 12196848

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 Contactor.

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 preceding 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 hanger.

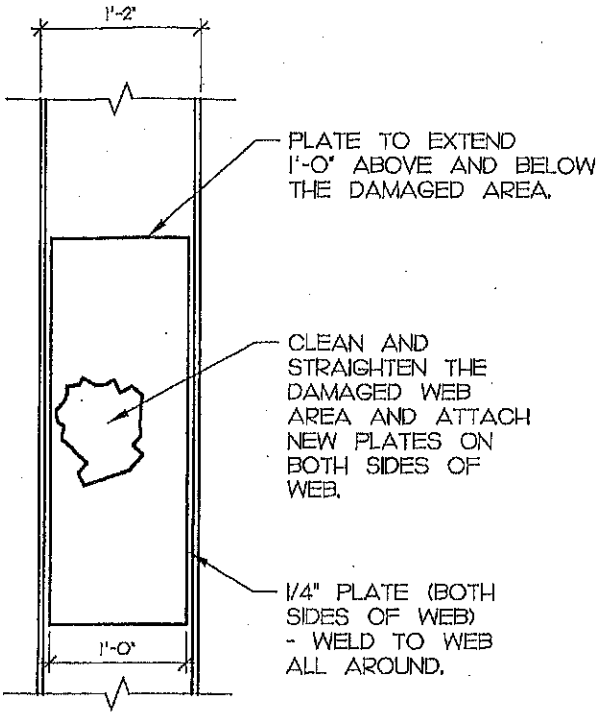
Owner Controlled – Miscellaneous Repair Allowance

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

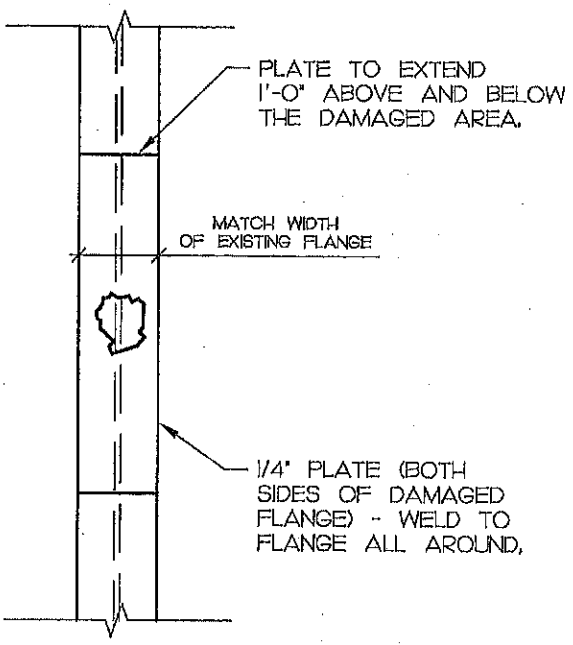
computed costs. The Owner must authorize any expenditure of the allowance prior to work being performed.

General Notes

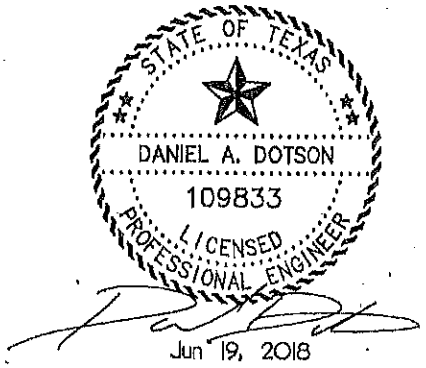
1. Contractor will coordinate the shut-off, capping and continuation of utility services as required
2. Ensure the safe passage of persons around the construction area. Conduct operations to insure minimum interference with roads, streets, walks, and other adjacent buildings structures, other facilities, 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"



Q:\PROJECTS\18012 - Jack Brooks Airport Hgr 2, 3 Repair & Demo\Structural\Drawings\18012_SE_DET.dwg Jun 19, 2018 11:22am

Fittz & Shipman INC.
Consulting Engineers and Land Surveyors
105 CORNERSTONE COURT, BEAUMONT, TEXAS
PH (409) 832-7238 FAX (409) 832-7803
T.B.P.E. FIRM #1160 • T.X.L.S. FIRM #100166

COLUMN REPAIR

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

© COPYRIGHT 2018 FITTZ & SHIPMAN, INC.

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 al 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. LGSI: "Light Gage Structural Institute"
3. AISC: "Steel Construction Manual"
4. AISI: "Cold Form Steel Design Manual"
5. UL580: "Tests for Uplift Resistance of Roof Assembles"
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 I – 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 WARANTY

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 fro 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.

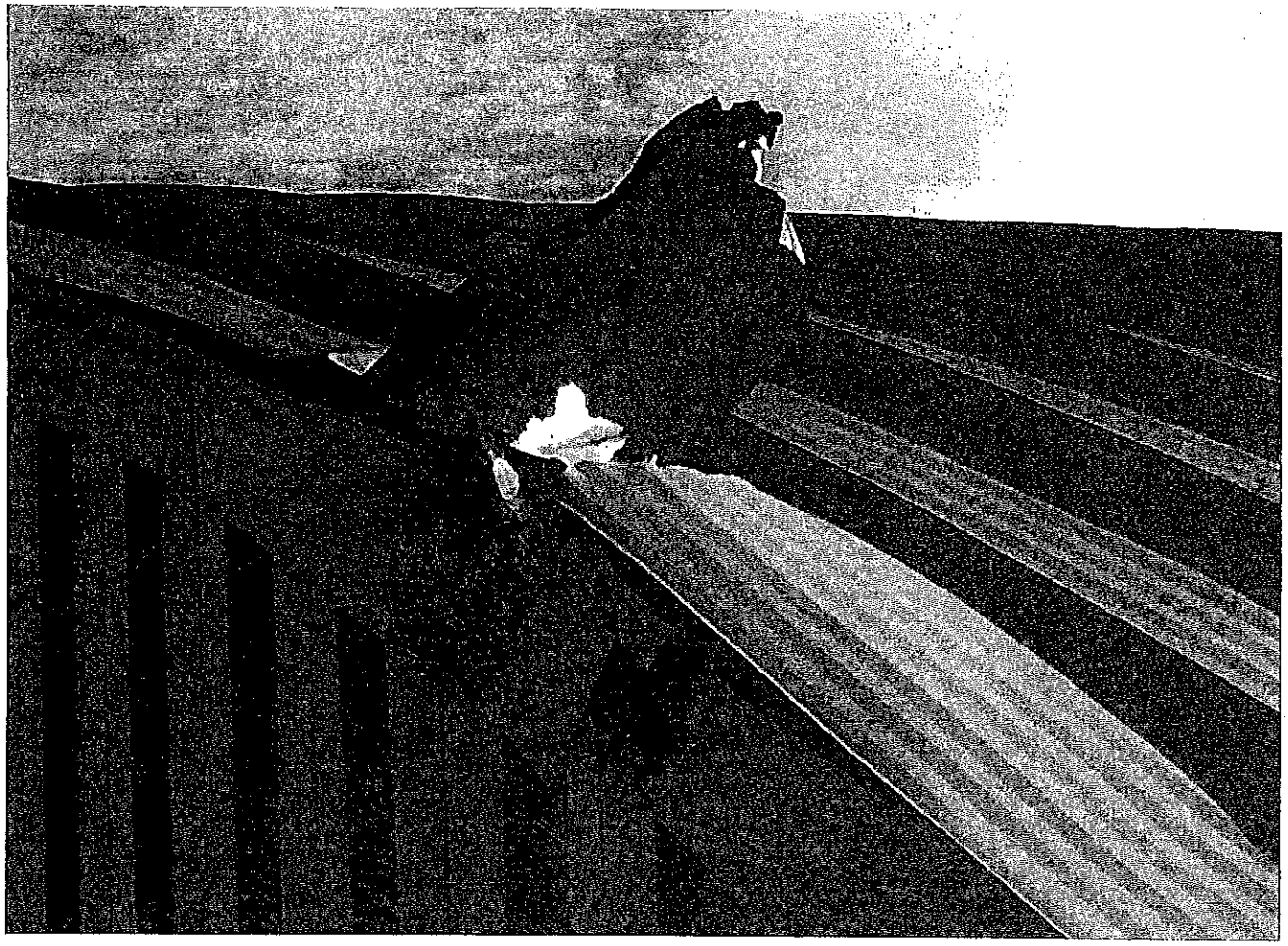
3.4 CLEANING AND PROTECTION

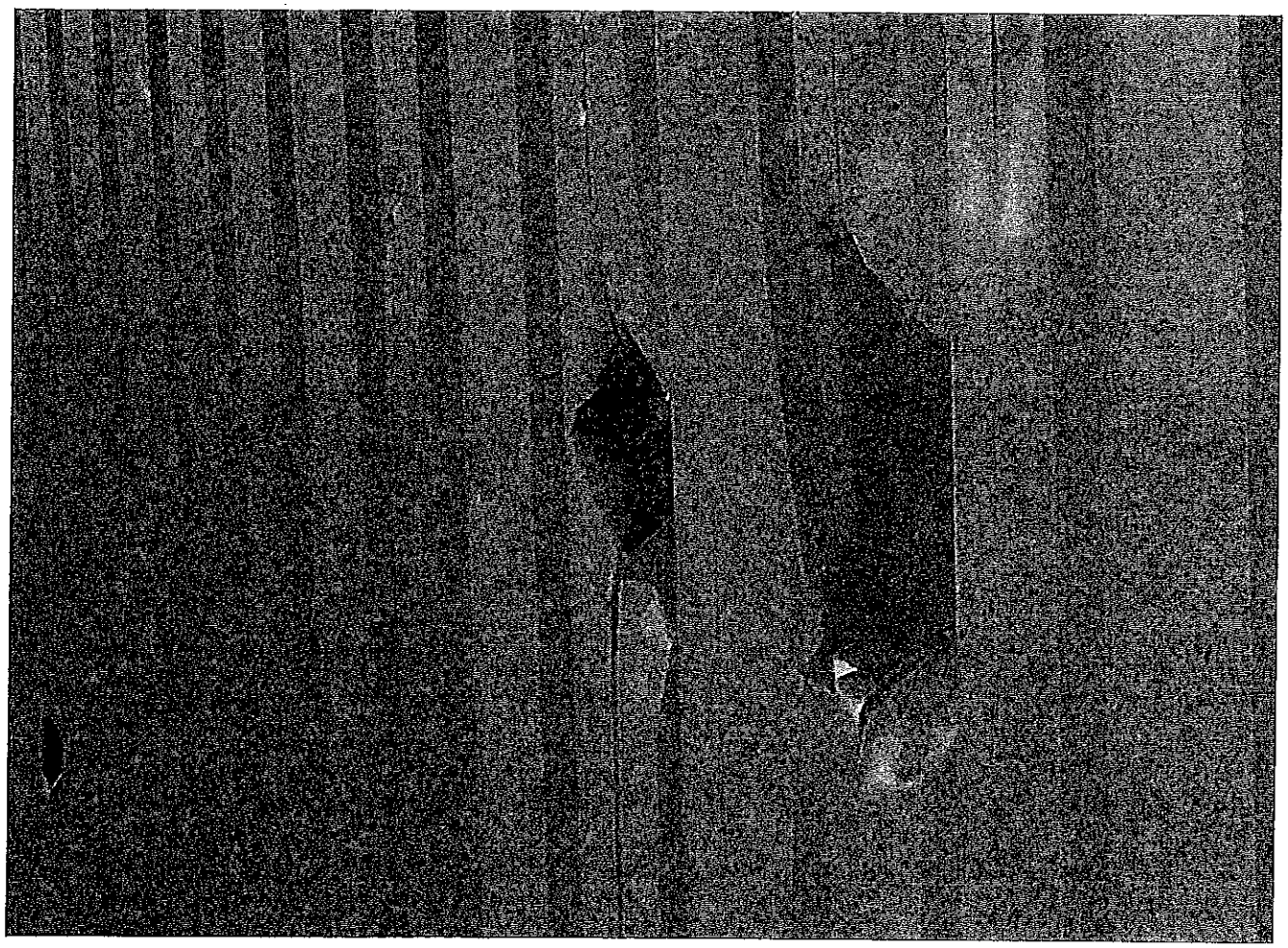
A. Dispose of excess materials and remove debris from site.

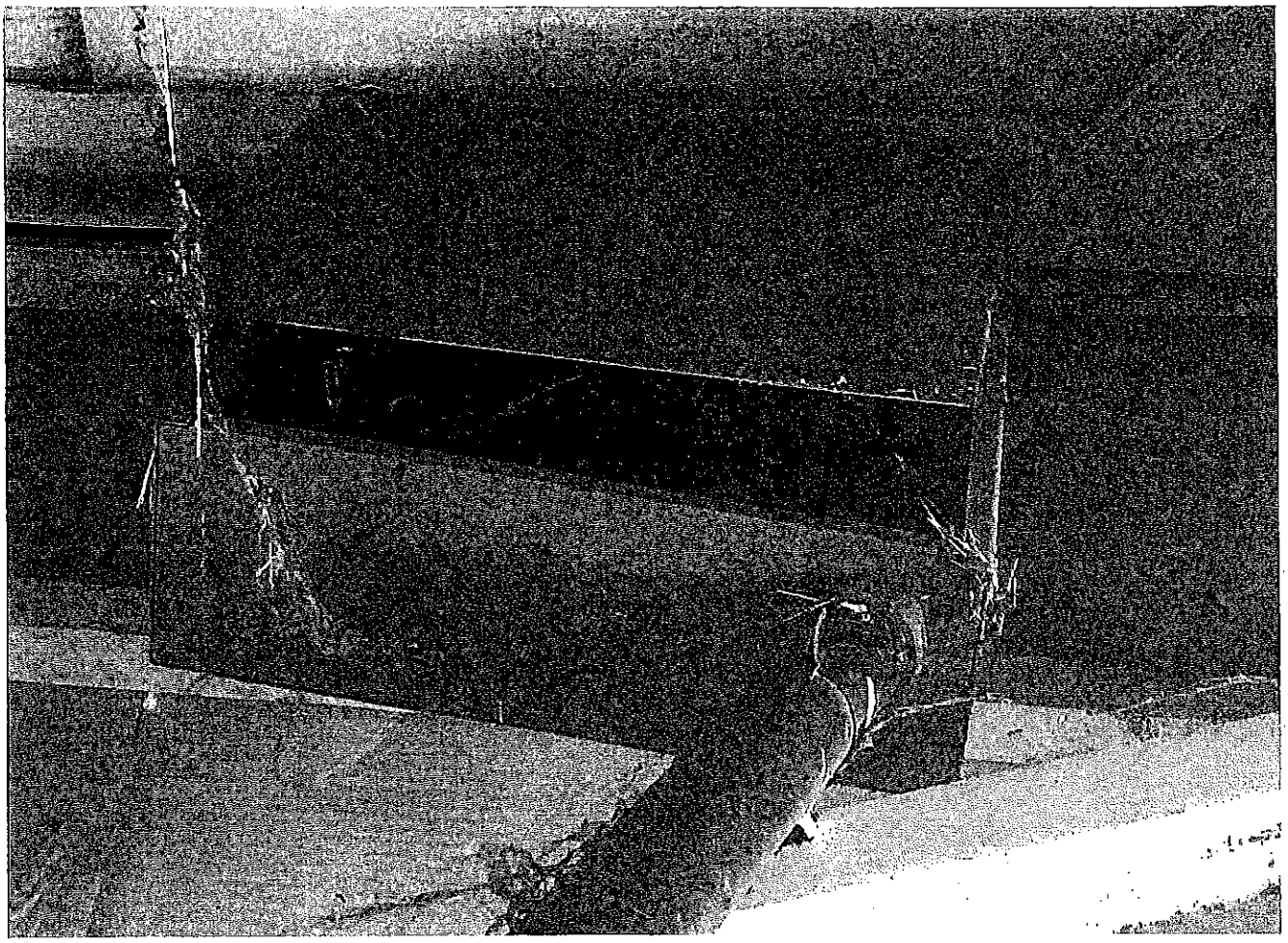
B. Remove any strippable protective coating prior to installation and in any case do not allow coating

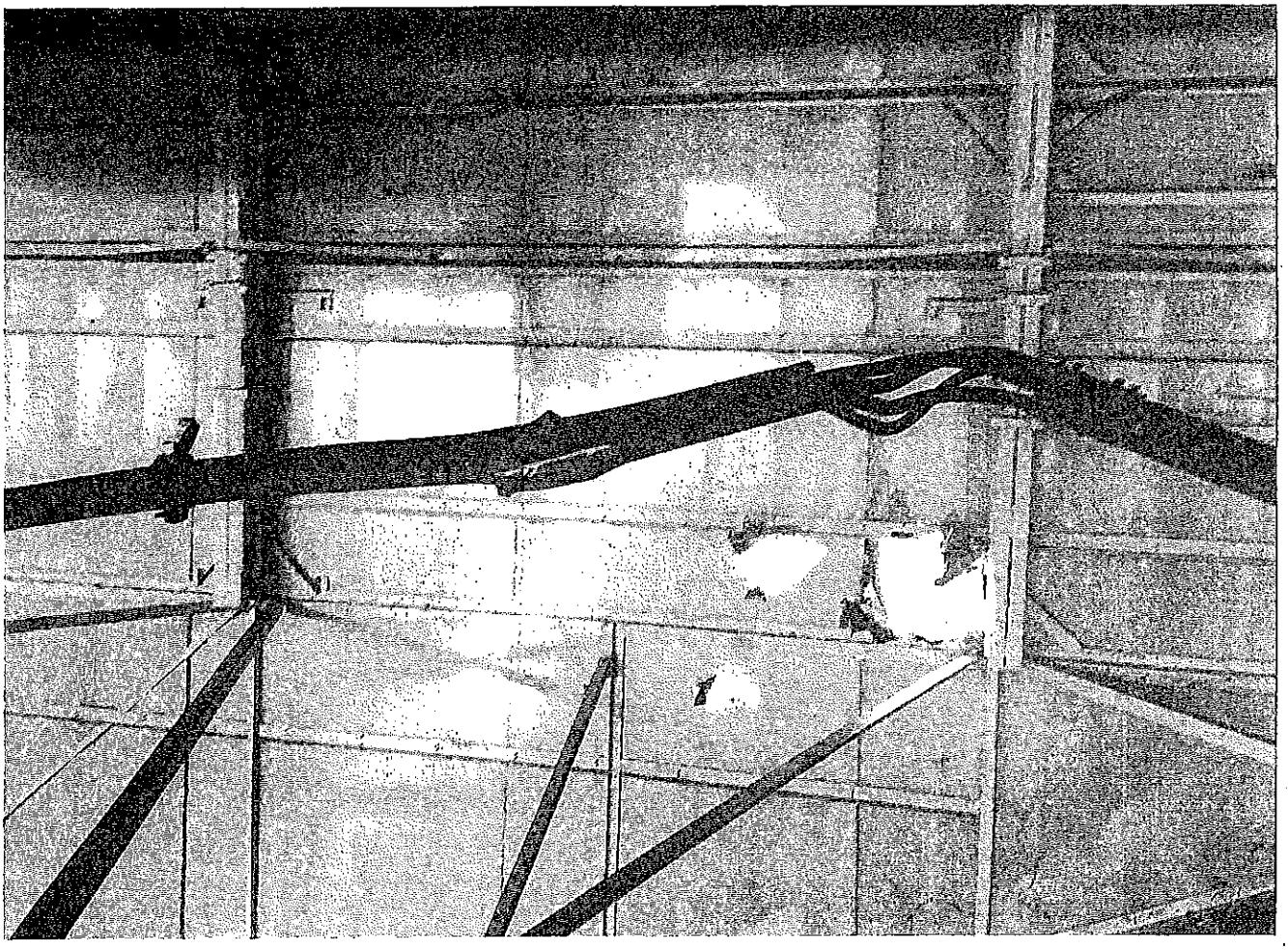
to remain in extreme heat, cold or direct sunlight or other ultra-violet source.

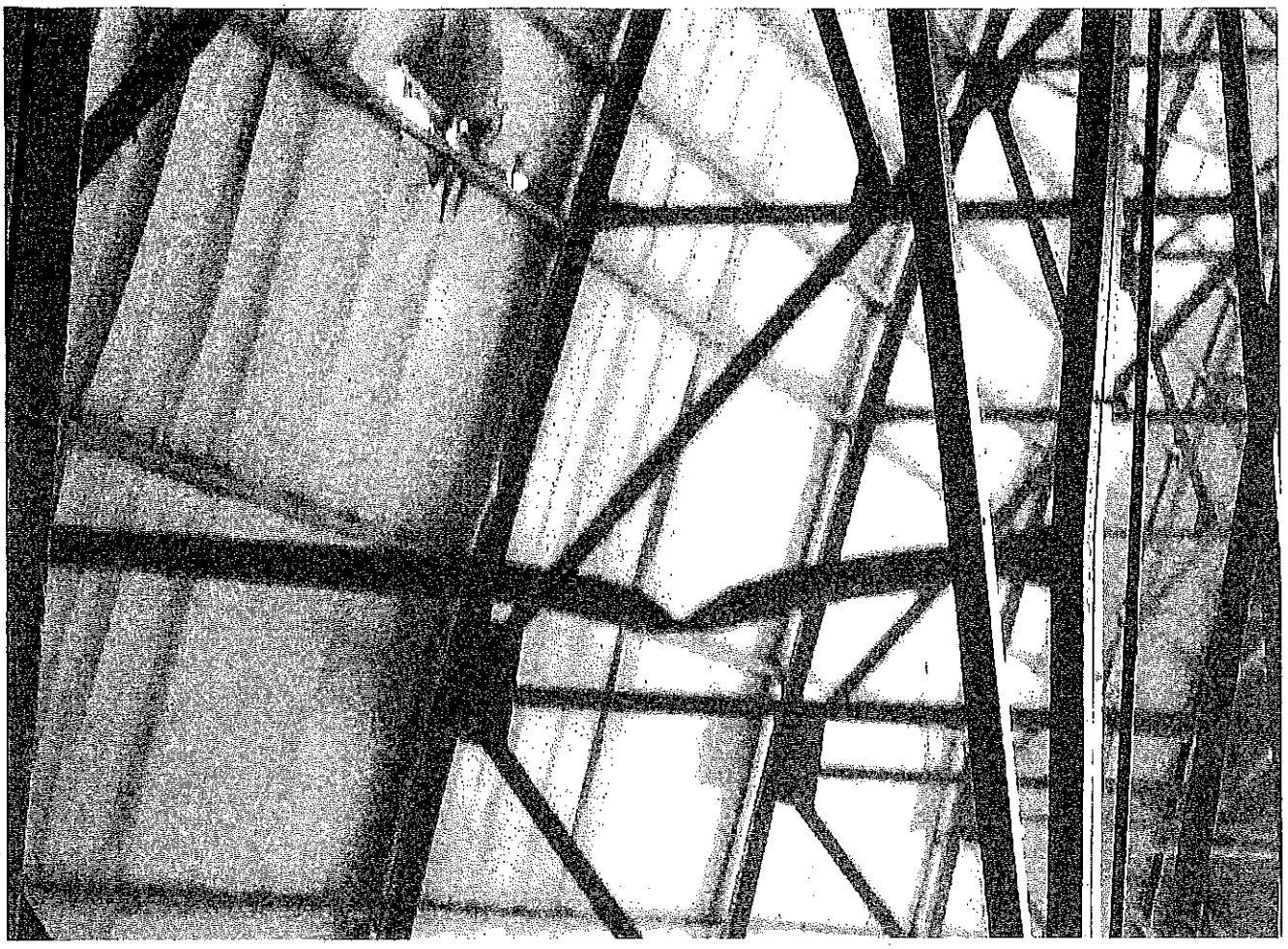
C. Protect roof from traffic of other trades or damage by contractors own crews by means of walk boards.
D. Replace damaged panels or other components that cannot be repaired by finish touch-up paint. Protect work against damage until final acceptance.
E. Leave project as completion free from stains 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.

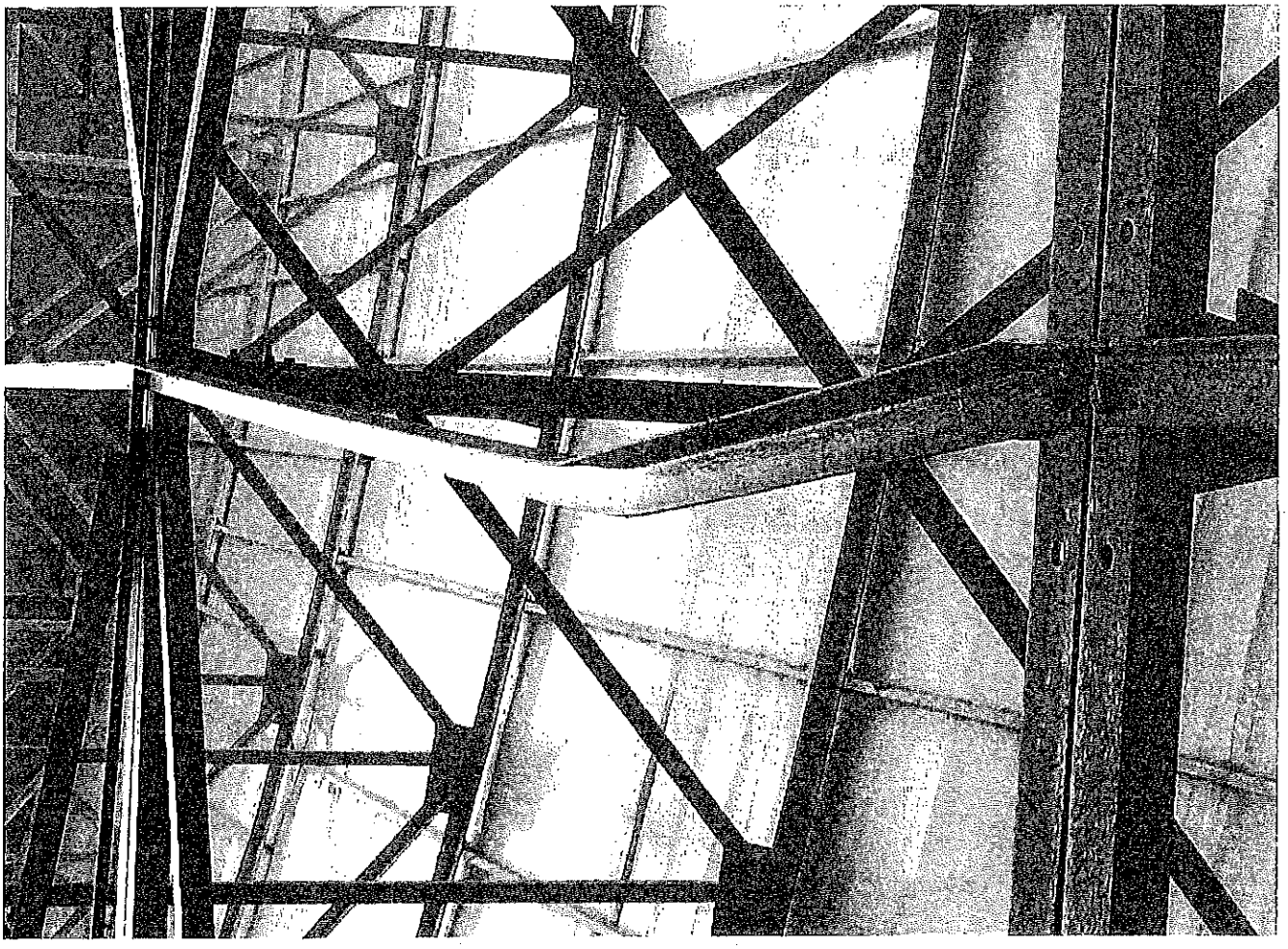


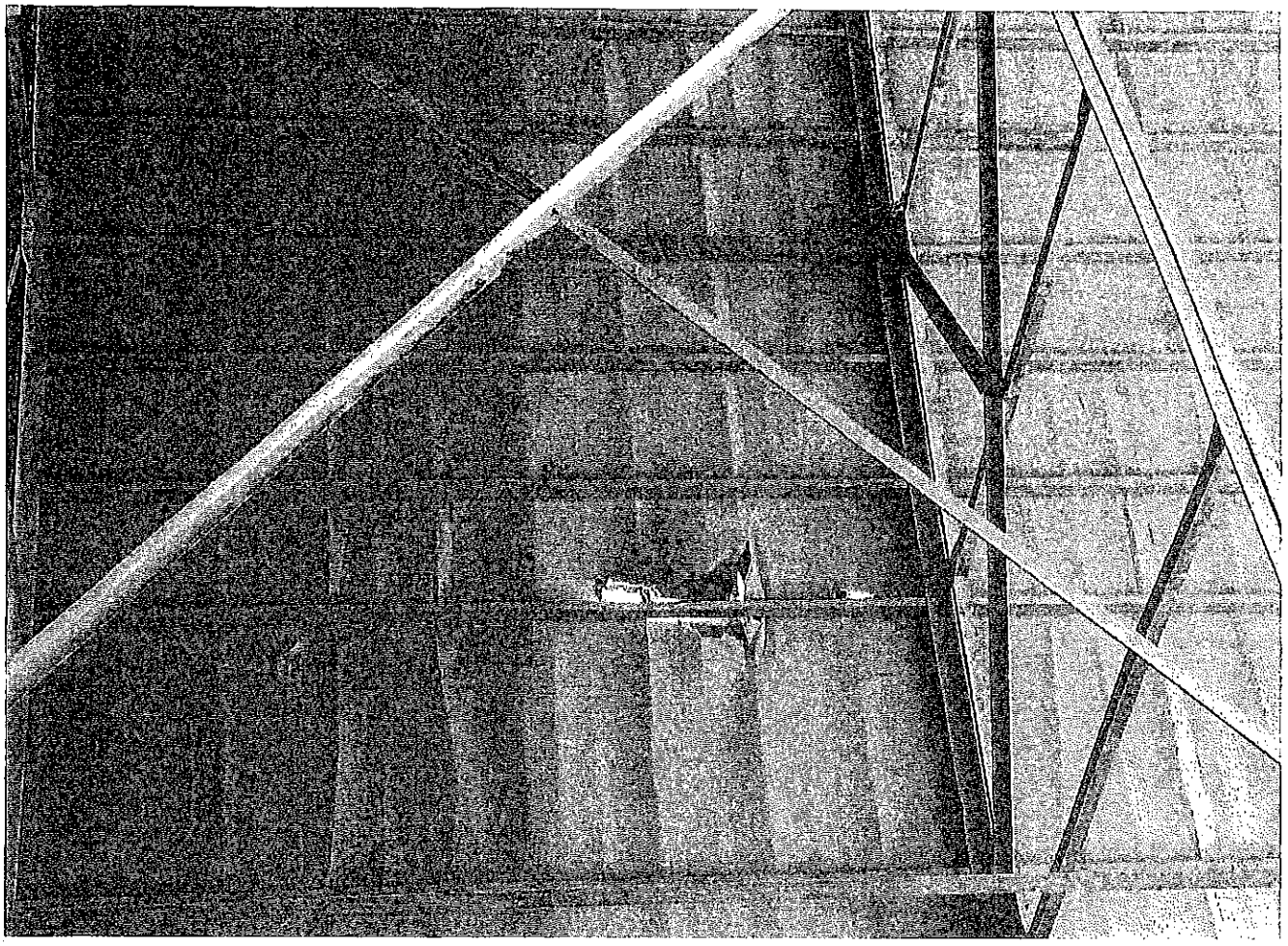




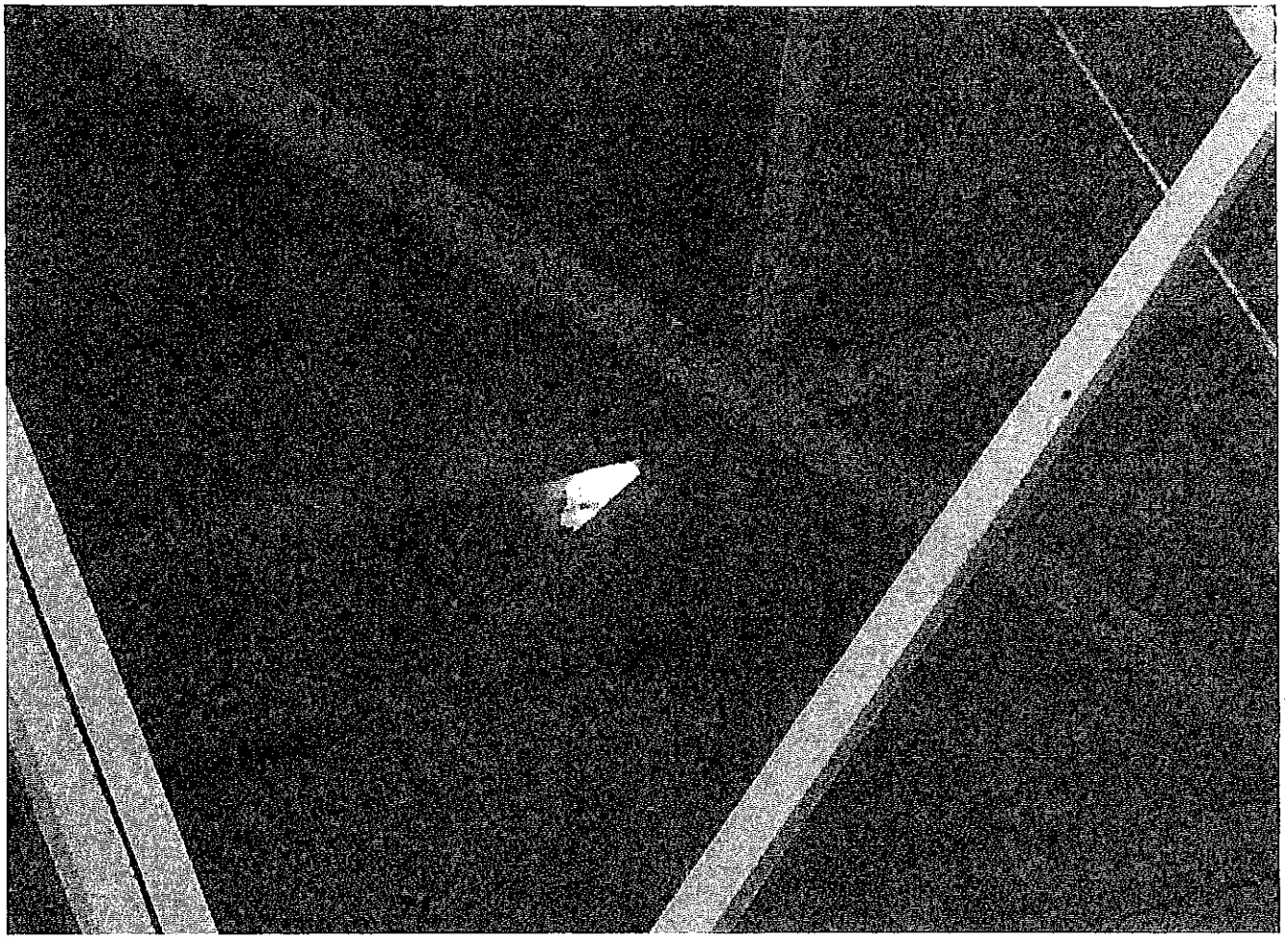


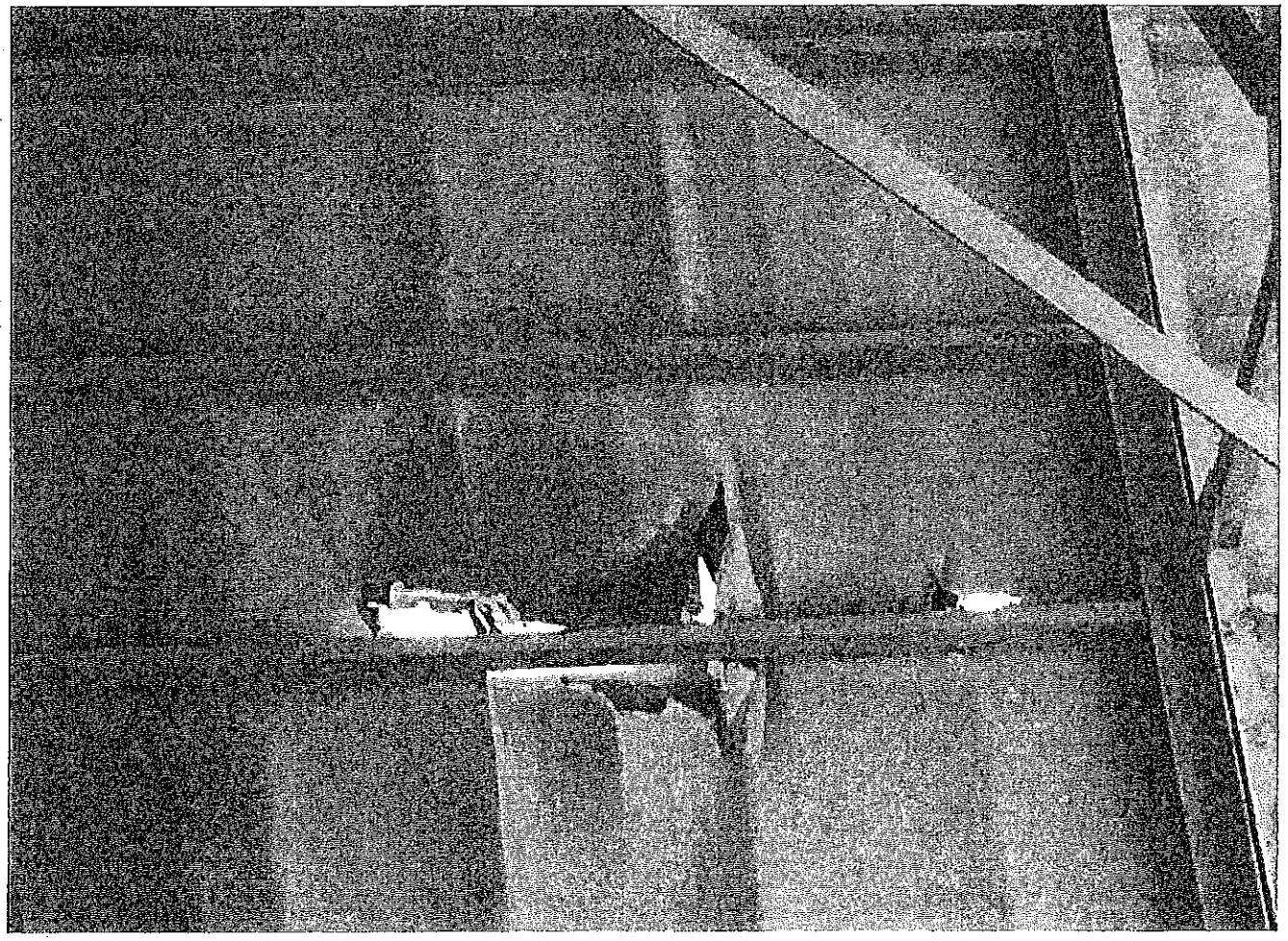


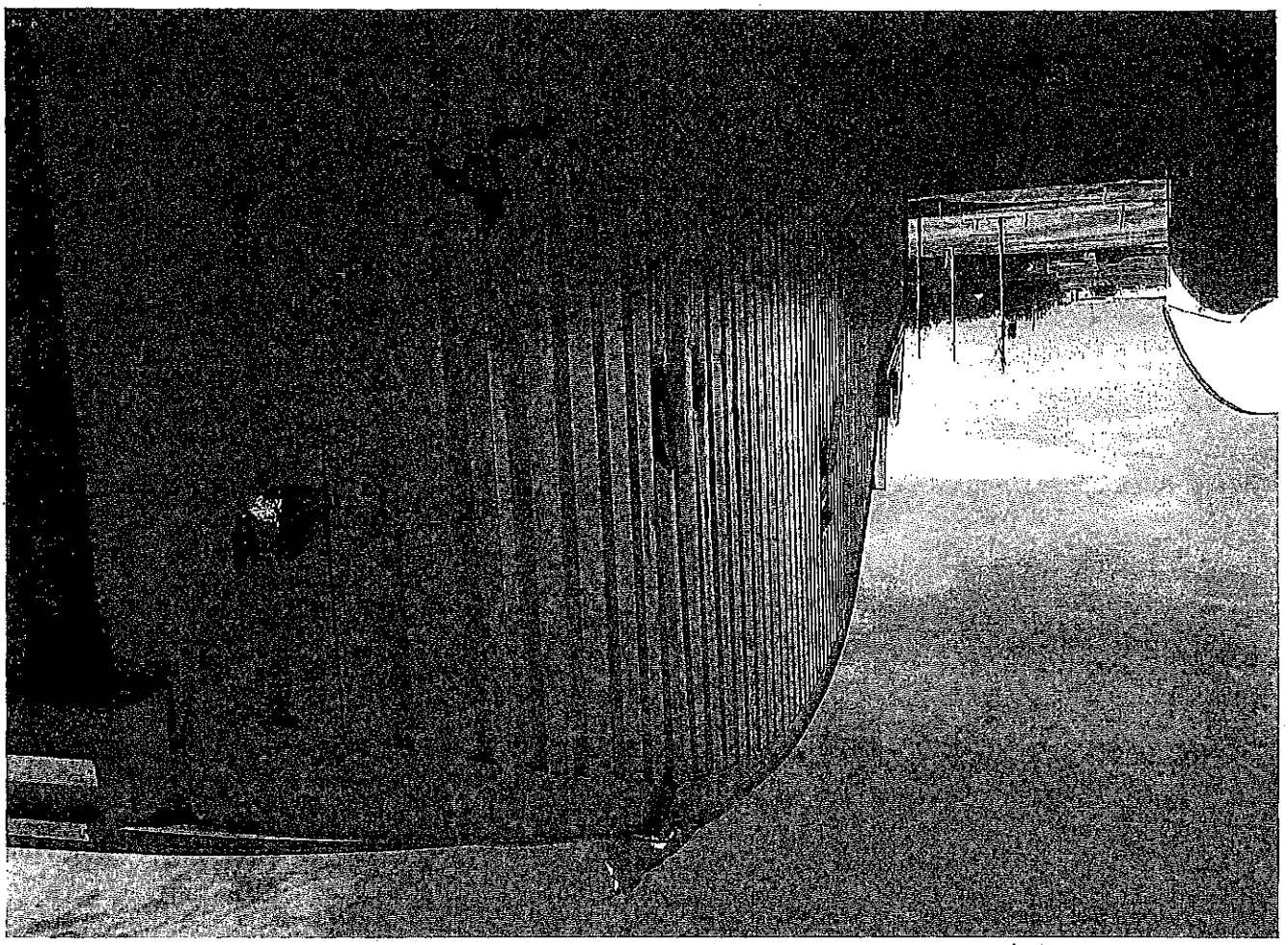


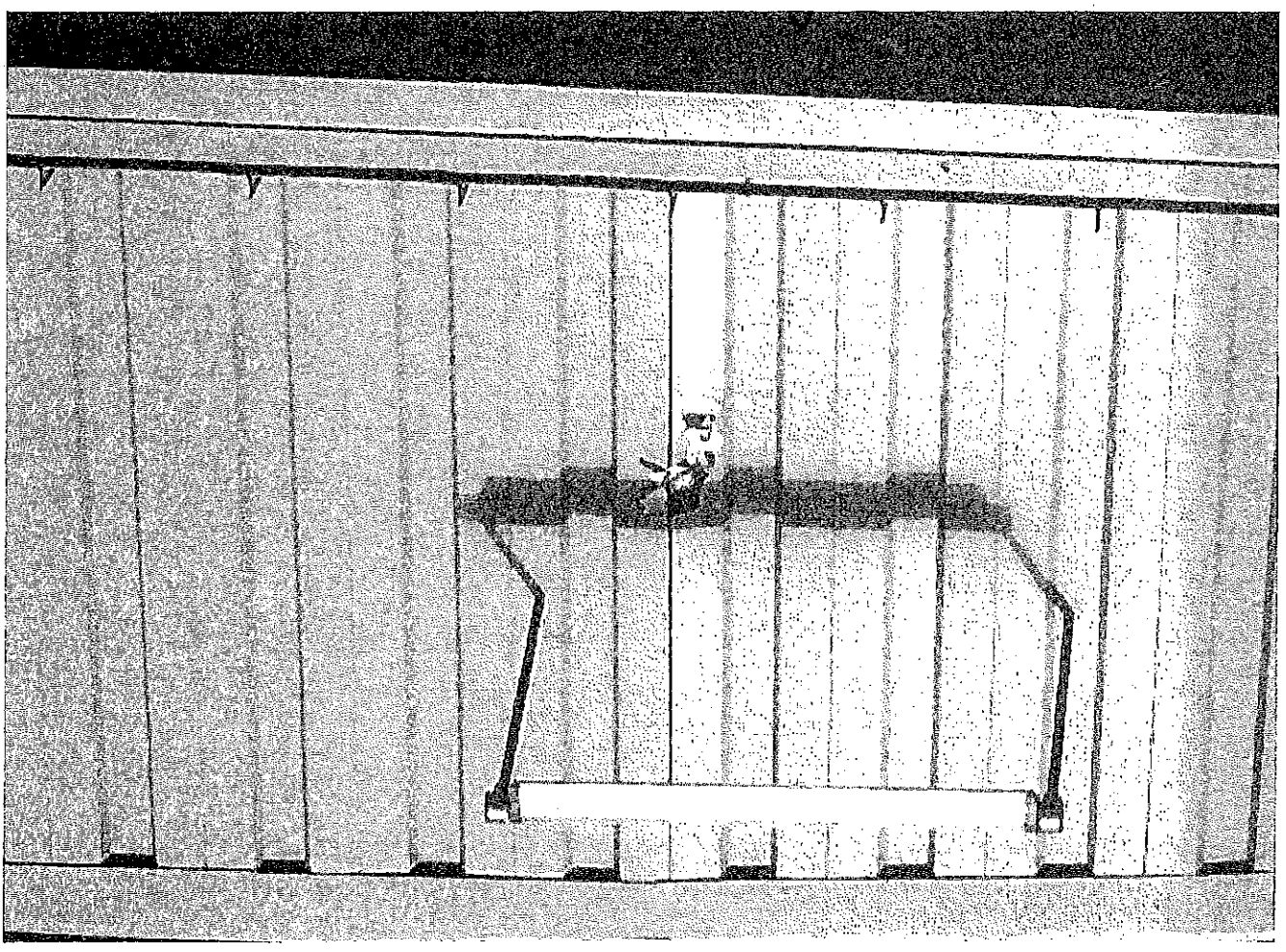




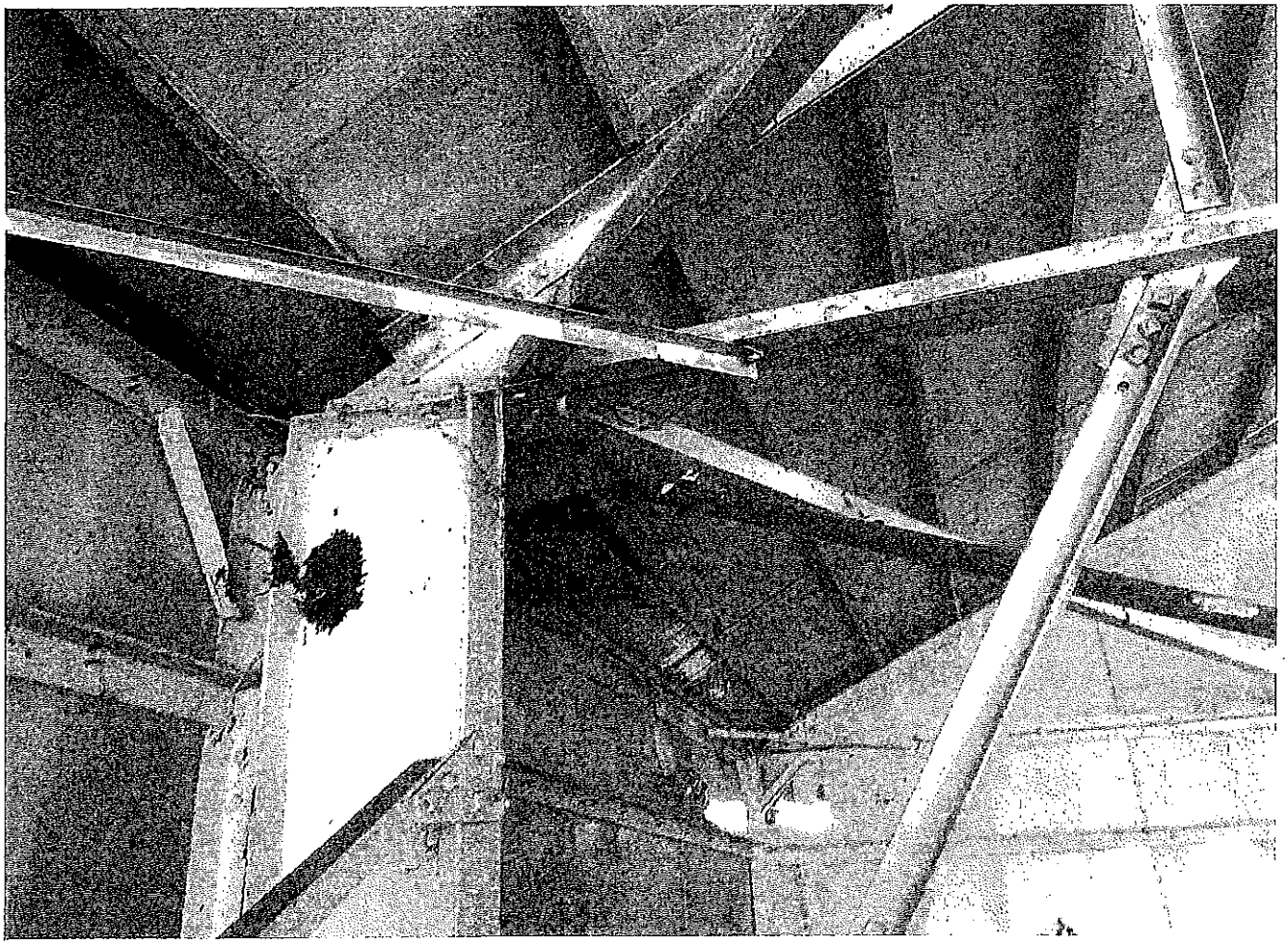












OFFER AND ACCEPTANCE FORM

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

McClain McDonald
Printed Name

Vice President
Title

For clarification of this offer, contact:

McClain McDonald
Name

409-796-1344 409-796-1341
Phone 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: Jayme Sims - Senior Project Manager

Phone: 281-873-3229 Fax:

Email Address: JaymeS@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.

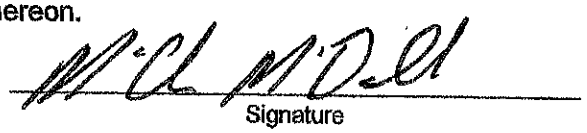
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... **Yes** [X] **No** [ ]

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: $ 92,800 . 00

Materials Bid Amount Written in Words:

Ninety Two Thousand Eight Hundred dollars and Zero /100

Labor Bid Amount: $ 139,200 . 00

Labor Bid Amount Written in Words:

One Hundred Thirty Nine Thousand Two Hundred dollars and Zero /100

Total Bid Amount: $ 232,000 . 00

Total Base Bid Amount Written in Words:

Two Hundred Thirty Two Thousand dollars and Zero /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 Add#1 Date Received 8-9-2018

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

None

2 [Z] **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.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NO

Name of Officer

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

[ ] Yes [ ] No

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?

[ ] Yes [ ] No

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?

[ ] Yes [ ] No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

8-14-2018

Date

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 contract within the Prime Contractor/Consultant's organization)?
☒ Yes	☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☒ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☒ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

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 (p No)

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

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

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:

- [X] 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. (Street) Houston (City) Texas (State) 77022 (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: M'Cl M'Dnld

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 (name), who

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

"I, McClain McDonald (name) am a duly authorized officer of/agent

for GADV Inc dba L&L General Contractors (name of firm) and have been duly authorized to execute the

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 (print name) Title: Vice President

Signature: M C L M Odd

SUBSCRIBED AND SWORN to before me by the above-named McClain McDonald on

this the 14th day of August, 2018.

Tara Davis

Notary Public in and for

the State of Tx

TARA KYLE DAVIS
Notary Public, State of Texas
Comm. Expires 03-02-2022
Notary ID 12196848

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

Jack Davis
Witness

Approved by MM Date: 8-9-2018

Authorized Signature (Bidder)

Vice President
Title of Person Signing Above

GADV Inc dba L&L General Contractors
Typed Name of Business or Individual

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
88-1198/1131

14546

8/14/2018

PAY TO THE ORDER OF Jefferson County $ **11,600.00

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

Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

MEMO 5% Bid Bond # IFB-18-019JW

SECURITY FEATURES INCLUDED. DETAILS ON BACK

AUTHORIZED SIGNATURE

L&L GENERAL CONTRACTORS / OPERATING ACCOUNT

Jefferson County 8/14/2018 14546

11,600.00

L & L General Contrac 5% Bid Bond # IFB-18-019JW 11,600.00

Jamey West

From: Deb Syphrett-Clark <syphrett@co.jefferson.tx.us>
Sent: Thursday, September 13, 2018 8:41 AM
To: jwest@co.jefferson.tx.us
Subject: FW: Courthouse Purge Fan Structural Design

Information to be included in an agenda I am sending you…Deb

From: Mike Fuselier [mailto:mikef@co.jefferson.tx.us]
Sent: Tuesday, September 04, 2018 9:56 AM
To: gkeller@co.jefferson.tx.us
Cc: 'Deb Syphrett-Clark'; 'Don Rao'
Subject: Courthouse Purge Fan Structural Design

Greg,

I talked with Don and it is our recommendation to have a structural engineer look at the feasibility of additional weight to the roof due to larger purge fans. Please, let Deb know if you want to move forward.

Thanks,

Mike Fuselier
Engineering Specialist
1149 Pearl Street 5th Floor
Beaumont, Texas 77701
409-835-8584 Ext. 8586 (Office)
409-835-8718 (Fax)
mikef@co.jefferson.tx.us

PROF 18-030 / DC
PO# 072729
Change Order #1

SCI
An EMCOR Company

Jefferson County
11419 Pearl Street
Beaumont, TX 77701

August 23, 2018

Attention: Ms. Deborah L. Clark
Job Number 50000080 Change Oder #1

Project: Jefferson County Court House Purge Fan Structural Engineering.

Location: 1149 Pearl Street Beaumont, TX

We request a change order for subcontractor Walter P. Moore to make a site visit to perform the following

1. An alternative to understand the existing roof construction is to perform a field review of the existing conditions. This will require two engineers going to the site and accessing the underside of the roof level (from level 4) to make measurement of the existing members. Once we have all the measurements, we will create a drawing representing the field conditions and then we can perform the engineering analysis.
2. SCI will furnish one personal to assist, we will need access to the underside of the roof which requires ladders and removal of finishes such as ceiling tiles. We will help with the access ladders and the finishes removal

Total Amount of Change Order Requested: **$5,108.00**

We appreciate the opportunity to prepare this quote and look forward to working with you and your firm on this project. If you chose to contract our firm to perform the work as detailed, please provide us the documentation required by your firm for authorization, or sign and return this quote letter by email to serve as a Notice to Proceed. If you should have any questions please contact me at one or all of the contact points located below.

Regards,

Johnny R. Norwood
Sr. Project Manager
SCI/Gowan Inc.
Office 713.696.5457/ Cell 713.828.2377
E-mail: jnorwood@gowaninc.com

NEBB

This proposal is "Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1.800.803.9202 1.512.463.6599" and is valid for 30 days from date written.

TABB

SCI
An EMCOR Company

Project: Jefferson County Court House Purge Fan Structural Engineering.

Location: 1149 Pearl Street Beaumont, TX

Bid Proposal # 11231a
Job # 50000080
Change Order # 1

Customer Authorization to Proceed

Name Jeff R. Branick

Jefferson County Judge
Title

September 17, 2018
Date

ATTEST
DATE 9/17/18

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

JOC 18-034 IDC
PO# 0725164
Change Order#1

SETEX
CONSTRUCTION CORP.
"Strength in Construction"
LA License # 54937

Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

Construction Management

Design-Build

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

September 12, 2018

Mike Fuselier
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Project: ***"Port Arthur - Department of Public Safety"***

Subject: ***"Change Order Proposal"***

Dear Mr.Fuselier:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- Furnish and install ½" osb sheathing on the walls of the building.
- Furnish and install polypropylene house wrap.

Exclusions:

Unforeseen items beyond scope.

We estimate approximately twenty-one (21) working days upon material delivery

Subtotal	$	4,617.18
Bond	$	115.42
Total Proposed Cost	**$**	**4,732.60**

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm. Please contact us at 409-842-8181 at your convenience to go over this estimate.

We trust the proposal meets with your approval and please advise us accordingly.

Respectfully submitted,
SETEX CONSTRUCTION CORP.

Michael Waidley
Project Manager

18-0062

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

ATTEST:

Carolyn L. Guidry, County Clerk

Date: September 17, 2018

Established 1990

SETEX CONSTRUCTION CORP.

Preliminary Estimate, by estimates

Matt Ueding
SETEX Construction
15/041JN-11 - 2015 Choice Partners JOC Texas SETEX - Basic Contract Year - 8/18/2015 to 8/17/2016
Port Arthur DPS - 18-0062

Estimator: Matt Ueding

CO

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites	$5,184.00	33 - Utilities	
07 - Thermal and Moisture Protection	$992.00	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$6,176.00**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$6,176.00	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(570.66)
RSMeans BEAUMONT, TX CCI 2018, 84.00%	$(988.16)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$2,656.00
Labor:	$3,520.00
Equipment:	$0.00
Other:	$0.00
Laborhours:	41.60
Green Line Items:1	$992.00

Priced/Non-Priced

Total Priced Items:	2	$6,176.00	
Total Non-Priced Items:	0	$0.00	0.00%
	2	$6,176.00	

Grand Total **$4,617.18**

Estimator: Michael Waidley CO

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
06 - Wood, Plastics, and Composites								
1	06-16-36-10-0607	Sheathing, plywood on walls, CDX, 1/2" thick, pneumatic nailed 100*32 = 3,200.00	S.F.	3,200.0000	$1.62	$5,184.00	RSM18FAC M, L, O&P	P
		06 - Wood, Plastics, and Composites Total						**$5,184.00**
07 - Thermal and Moisture Protection								
2	07-25-10-10-0480	Weather barriers, building paper, housewrap, exterior, spun bonded polypropylene, large roll	S.F.	3,200.0000	$0.31	$992.00	RSM18FAC Grn, M, L, O&P	P
		07 - Thermal and Moisture Protection Total						**$992.00**
		Estimate Grand Total						**4,617.18**

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: September 12, 2018

Re: Surplus Property Auction

Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is scheduled for Saturday, October 6, 2018 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION

October 6, 2018

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
ENGINEERING	11-INK CARTRDGES		
contact person: Ronnie Nedd			
HEALTH & WELFARE I	2-DRAWER FILE CABINET		
HEALTH & WELFARE I	BLACK LEATHER HIGH BACK CHAIR		
contact person: Rachel Dragulski			
ROAD & BRIDGE #1	4-DRAWER FILE CABINET		16038
contact person: Ann Shorts			
ROAD & BRIDGE #3	1998 CASE IH MODEL #1120 19HP.		6621
contact person: Jason Castille			
ROAD & BRIDGE #4	2001 FORD DUMP TRUCK (C-7)		26124
ROAD & BRIDGE #4	2000 GMC DUMP TRUCK (C-12a)		25249
contact person: Kenneth Minkins			
TAX OFFICE - BEAUMONT	5-OFFICE CHAIRS		
contact person: Cheryl Ellis			
TAX OFFICE - MID-COUNTY	4-DRAWER FILE CABINET		27980
TAX OFFICE - MID-COUNTY	4-DRAWER FILE CABINET		27981
TAX OFFICE - MID-COUNTY	3-DRAWER FILE CABINET		9344
TAX OFFICE - MID-COUNTY	3-DRAWER FILE CABINET		
TAX OFFICE - MID-COUNTY	2-DRAWER FILE CABINET		24177
TAX OFFICE - MID-COUNTY	2-DRAWER FILE CABINET		24178

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION

October 6, 2018

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
TAX OFFICE - MID-COUNTY	7-DRAWER FILE CABINET		80
TAX OFFICE - MID-COUNTY	4-DRAWER FILE CABINET		
TAX OFFICE - MID-COUNTY	BLACK SPIRAL STAND		24148
TAX OFFICE - MID-COUNTY	BROWN STAND		24170
TAX OFFICE - MID-COUNTY	WHITE & GREY STAND		
TAX OFFICE - MID-COUNTY	SECTIONAL PAPER FILE		27979
TAX OFFICE - MID-COUNTY	2-DRAWER FILE CABINET		24137
TAX OFFICE - MID-COUNTY	2-DRAWER FILE CABINET		24142
TAX OFFICE - MID-COUNTY	BOOKSHELF		24168
contact person: Cynthia McKenzie			

Approved by Commissioners' Court: _____

AGENDA ITEM **September 17, 2018**

Consider and possibly approve FY2019 TxDOT Routine Airport Maintenance Program (RAMP) Grant for the Jack Brooks Regional Airport. This grant will be used for the maintenance and improvement of airport pavements, signage, drainage, fencing, herbicides, hangars and terminal buildings. (This grant is a 50% match, up to $50,000).

TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID.: M1920BMPT

Part I - Identification of the Project

TO: The County of Jefferson, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Jefferson, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the BEAUMONT/PORT ARTHUR - JACK BROOKS RGNL Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or $50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

   Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

   Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2019, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

   The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:

   a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and

   b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and

   c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and

   d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

   e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and

f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

   If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

   a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;

   b. enter into contracts as necessary for execution of scope of services;

   c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

   d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;

   e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

   f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

   b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The County of Jefferson, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The County of Jefferson, Texas

Sponsor

_____

Sponsor Signature

_____

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the County of Jefferson, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20____.

_____

Attorney's Signature

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:_____

Date:_____

Attachment A

Scope of Services
TxDOT Project ID: M1920BMPT

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	$100,000.00	$50,000.00	$50,000.00
TOTAL	$100,000.00	$50,000.00	$50,000.00

Accepted By: The County of Jefferson, Texas

_____

Signature

Title:_____

Date:_____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M1920BMPT

The County of Jefferson does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor: The County of Jefferson, Texas

By:_____

Title:_____

Date:_____

Certification of State Single Audit Requirements

I, _____, do certify that the County of Jefferson, Texas,

(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the County of Jefferson, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Jefferson, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

_____

Signature

_____

Title

_____

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M1920BMPT

The County of Jefferson, Texas, designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor: The County of Jefferson, Texas

By:_____

Title:_____

Date:_____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

_____

_____

_____

Overnight Mailing Address: _____

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Email Address: _____

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: SEPTEMBER 6, 2018

The following budget amendment for the 279th District Court Services is necessary for additional cost for indigent defense.

120-2038-412-5079	Juvenile Attorney Fees $15,000	
120-9999-415-9999	Contingency	$15,000

To: Fran Lee
From: Mike Trahan
Re: Budget Transfer
Date: September 11, 2018

Fran,

I would like to request a transfer of $4,000.00 from 112-0202-431-30-79 Crushed Stone, and $29,000.00 from 112-0202-431-3003 to, 112-000-491-8006 Transfer out Capital Projects. This is to pay for repairs needed on Pct-2, 2005 XL3100 Gradall. Parts and Labor Transmission Rebuild- (Clutch, Rear main seal, Flywheel, Main P.T.O, both Counter Shaft P.T.O's, Main Hydraulic pump.)

I do know that this has to go through Commissioner's Court. Thanks for your help.

Sincerely,
Mike Trahan
Superintendent, Road and Bridge Precinct 2

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE January 1, 2019

On the 17th day of September 2018, the Commissioners' Court of Jefferson County, Texas,pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of Sheriff and Constables of Jefferson County, TX to become effective January 1, 2019

	Current Service Fee
County and District Courts	
Bill of Review	$70.00
Citations – All types	$70.00
Constable's Deed of Sale (All Courts)	$75.00
Ex-Parte Protective Order	$75.00
Notice By Publication	$75.00
Notice of An Application for A Protective Order	$70.00
Notice of Garnishment	$75.00
Notice of Hearing	$75.00
Notice of Substitute Trustee Sale	$75.00
Notice to Show Cause	$75.00
Notice to Take Deposition (Oral/Written)	$70.00
Notice/Precept to Serve	$75.00
Posting Written Notice– All types	$70.00
Precept to Serve/Ex Probate Order	$75.00
Protective Order	$75.00
Subpoena/Summons	$70.00
Tax Warrant	$70.00
Temporary Ex Parte Protective Order	$100.00
Turnover Order (All Courts)	$ 100.00 maximum 2 hours per deputy $ 50.00 per hour after 2 hours
Writ of Attachment (All Courts)	$150.00
Writ of Certiorari (All Courts)	$125.00
Writ of Execution * Commissions: 10% w/sale(No Maximum) 5% without sale(No Max)	$175.00 *
Writ of Garnishment (All Courts)	$150.00
Writ of Habeas Corpus (All Courts)	$150.00
Writ of Injunction	$125.00
Writ of Possession	$ 150.00 maximum 2 hours per deputy $ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	$150.00
Writ of Re-Entry (All Courts)	$150.00
Writ of Sequestration (All Courts)	$200.00
Writ of Temporary Injunction/Restraining Order	$125.00
Writ of Turnover Order	$100.00
Writ of Order of Sale (All Courts) *	$175.00 *
Commissions: 10% with sale (no maximum) 5% without sale (no maximum)	
Order of Sale/Tax	$175.00
Without Order	
Commissions: 6% plus all cost 6% without order (no maximum)	
Justice of the Peace Courts	
Eviction Citation (Forcible Entry/Detainer)	$75.00
Justice Court Citation	$70.00
Justice Court Subpoena	$70.00
Magistrate Emergency Protective Order	$70.00
Notice	$70.00
Certified Mail	$70.00
Order of Property Retrieval	$150.00
Summons/Subpoenas	$70.00
Writ of Assistance for Repossession of Aircraft	$ 150.00 maximum 2 hours per deputy $ 50.00 per hour after 2 hours
Writ of Attachment	$150.00
Writ of Execution	$175.00 *
* Commissions: 10% with sale (no maximum) 5% without sale (no maximum)	
Writ of Sequestration	$200.00
Writ of Possession	$ 150.00 maximum 2 hours per deputy $ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	$150.00
Writ of Sequestration	$200.00
Writ of Re-entry	$150.00
Certified Mail (Postage)	$70.00
Notice of Substituted Trustee Sale	$75.00
Turn Over Order	$ 100.00 maximum 2 hours per deputy $ 50.00 per hour after 2 hours
Commission to take Oral Deposition	$70.00
Warrants	
Criminal Subpoena	$5.00
Warrant -AFRS	$50.00
Warrant for Arrest	$50.00
Capias Pro Fine	$60.00
Warrants (All Courts)	$50.00
Distress Warrants	$150.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	$125.00

* With plaintiff to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment costs (except Tax Foreclosure Order of Sale) $500

Texas Department of Family and Protective Services

Commissioner
H. L. Whitman, Jr.

August 29, 2018

Honorable Judge Jeff Branick
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

RE: Federal Fiscal Year (FFY) 2019 County Title IV-E Child Welfare Services

Dear Honorable Judge Branick:

Your current County Title IV-E Child Welfare Services contract number 23939002 will end September 30, 2018. DFPS contracts for Title IV-E services for a seven (7) year period with automatic annual renewals. At the end of each seven year period new contracts are established. The establishment of a new contract results in a new contract number.

In order to continue reimbursing your county for Title IV-E expenses, a new contract must be established by reviewing, signing, and returning the following documents to me:

1. **2282GCWIVE, Contract for Title IV-E County Child Welfare Services**
   - Print and sign page 3 of 3
2. **Form 2030CWIVE, Budget**
   - Print entire workbook, sign/date Summary Page (page 1)
   - The estimated budget was reviewed by Harry Schoppe, Financial Analyst, on July 23, 2018 and he indicated that no changes are needed at this time.
3. **Federal Assurances & Certifications**
   - Print form SF-424B (Federal Assurance) and sign/date page 2
   - Print form GG Lobbying (Certifications) and sign/date
4. **Form 4734, Federal Funding Accountability and Transparency Act (FFATA)**
   - Complete form, print and sign/date page 3
5. **Form 9007CIVE, Internal Control Structure Questionnaire (ICSQ)**
   - Complete electronically, print and sign last page, return with required attachments
6. **Form 9105, Risk Assessment Questionnaire (RAQ)**
   - Complete electronically, print and sign/date last page
7. **Form 2031, Signature Authority Designation**
   - Complete electronically, print and sign/date; if anyone identified to sign quarterly billing documents, ICSQ, etc., their signature is required as well.

The following forms are included for your review only; you do not need to sign or return:

1. **Attachment A: 4504 Statement of Work**
2. **Attachment C: 5645G Grant Uniform Terms & Conditions**
3. **Attachment D: 5622G Supplemental & Special Conditions**

Upon receipt of the signed documents, your contract will be routed for DFPS signature and a copy of the fully executed contract and all attachments will be returned to you for your records.

To ensure the contract is established by October 1, 2018, please submit all documents to me no later than September 14, 2018. You may return all documents electronically by email to deborah.driver@dfps.state.tx.us.

If you have any questions regarding the proper completion of the enclosed documents, please contact me by email or by phone at (936) 569-5343.

Respectfully,

Deborah Clausen Driver
CPS Regional Contract Manager

Enclosures: Contract Documents

CONTRACT NO. _____ N502FORM-2282GCWIVE
AGENCY ID. 24723894 JUNE 2018

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT CONTRACT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and Jefferson County (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Contract to provide a mechanism to allow the County providing Title IV-E allowable services the opportunity to obtain federal funding for Foster Care Maintenance payments, administrative and training expenditures. The Grantee will also establish a Child Welfare Board (Board).

II. LEGAL AUTHORITY.

This Contract is entered under DFPS' statutory authority in Texas Human Resources Code Section 40.0566 and Texas Government Code Chapter 791.

III. CONTRACT TERM.

This Contract starts on October 1, 2018, and ends on September 30, 2025, and can be renewed, extended or terminated as provided for in this Contract.

IV. TOTAL AMOUNT OF THIS CONTRACT.

The total amount of this Contract will not exceed $518,259.42, which is comprised of an estimated reimbursement of $ 74,037.06 for each federal fiscal year. All expenditures under this Contract will be in accordance with the Budget and Cost Allocation Plan, if applicable, (Attachment B) and paid as provided for in the Statement of Work (Attachment A) from DFPS' current revenues.

V. STATEMENT OF WORK.

The Grantee will perform the work and provide services as provided for in Attachment A (Statement of Work). All work and services provided under this Contract must be in accordance with all state, federal laws, rules and regulations.

VI. CONTRACT MANAGER.

The following will act as the Contract Managers authorized to administer activities and receive general correspondence under this Contract.

A. DFPS

DFPS will provide written notice of the assigned contract manager. All correspondence will be sent to:
CPS Regional Contracts
Address: P. O. Box 630050, Nacogdoches, TX 75963-0050
Email: julia.conner@dfps.state.tx.us

CONTRACT NO. _____ N502FORM-2282GCWIVE
AGENCY ID. 24723894 JUNE 2018

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT CONTRACT

B. GRANTEE
Name: Jeff Branick
Title: County Judge
Address: 1149 Pearl Street, Beaumont, TX 77701
Phone: 409-835-8466
Email: jbranick@co.jefferson.tx.us

VII. LEGAL NOTICES.

Notice will be given to the following as provided in the Uniform Terms and Conditions.

A. DFPS
Audrey Carmical
General Counsel
P. O. Box 149030 MC E611
Austin, TX 78714-9030
Audrey.Carmical@dfps.state.tx.us

B. GRANTEE
Name: Jeff Branick
Title: County Judge
Address: 1149 Pearl Street, Beaumont, TX 77701
Phone: 409-835-8466

VIII. ATTACHMENTS.

The Parties agree to comply with following Attachments and that they are attached and incorporated as part of this Contract.

Attachment A – Statement of Work
Attachment B – Budget Form 2030 and Cost Allocation Plan, if applicable
Attachment C – Uniform Terms & Conditions
Attachment D – Supplemental & Special Conditions
Attachment E – Federal Assurances and Certifications

CONTRACT NO. _____
AGENCY ID. 24723894

N502FORM-2282GCWIVE
JUNE 2018

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT CONTRACT

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party.

DFPS

Kristene Blackstone
Associate Commissioner CPS

Date: _____

GRANTEE

Jeff Branick
County Judge

Date: 9/10/18

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

K909-Form 2030CWIVE
July 24, 2018

Summary

County:	Jefferson
Agency Account ID:	24723894
Budget Effective Date:	10/1/2018-9/30/2019

Cost Category	*Estimated Total Expenses Allocable to Title IV-E*	*Total Anticipated Federal Reimbursement*	*Total Anticipated County Match*
A. Administration			
A.1. Direct Personnel Salaries	$0.00	$0.00	$0.00
A.2. Direct Personnel Fringe Benefits	$0.00	$0.00	$0.00
A.3. Direct Personnel Travel	$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies	$1,500.00	$307.67	$1,192.34
A.5. Direct Equipment	$0.00	$0.00	$0.00
A.6. Direct Other Costs	$4,500.00	$923.00	$3,577.01
Total Administration	*$6,000.00*	*$1,230.66*	*$4,769.34*
B. Training			
B.1. Title IV-E Training (75%)	$0.00	$0.00	$0.00
B.2. Title IV-E Fostering Connections Training (75%)	$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)	$0.00	$0.00	$0.00
Total Training	*$0.00*	*$0.00*	*$0.00*
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	*$128,000.00*	*$72,806.40*	*$55,193.60*
D. Indirect Costs (if applicable)			
Indirect Cost Base	*$0.00*	*$0.00*	*$0.00*
Grand Total	**$134,000.00**	**$74,037.06**	**$59,962.94**

***Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year:** **41.022%**

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

*** Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:** **56.88%**

Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): **0.000%**

Contractor Certification

Signature

9/10/18
Date

Jeff Branick, County Judge
Printed Name & Title

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration
A.1. Direct Personnel Salaries

County: Jefferson
Contract Number: 24723894
Budget Effective Date: 10/1/2018-9/30/2019

Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
Total Direct Personnel Salaries				$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_Costs/default.asp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration
A.2. Direct Personnel Fringe Benefits

County: Jefferson

Contract Number: 24723894

Budget Effective Date: 10/1/2018-9/30/2019

Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Fringe Benefits	$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.3. Direct Personnel Travel			
	County:	Jefferson	
	Agency Account ID:	24723894	
	Budget Effective Date:	10/1/2018-9/30/2019	
Type of Travel Expense Note: only include travel NOT related to personnel training	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Travel	$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.4. Direct Materials and Supplies			
	County:	Jefferson	
	Agency Account ID:	24723894	
	Budget Effective Date:	10/1/2018-9/30/2019	
Materials and Supplies (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Recruitment materials and supplies	$500.00	$102.56	$397.45
Overhead expenses	$500.00	$102.56	$397.45
General office supplies	$500.00	$102.56	$397.45
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Materials and Supplies	$1,500.00	$307.67	$1,192.34

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration
A.5. Direct Equipment

County: Jefferson

Contract Number: 24723894

Budget Effective Date: 10/1/2018-9/30/2019

Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
Total Direct Equipment		$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.6. Direct Other Costs			
	County:	Jefferson	
	Agency Account ID:	24723894	
	Budget Effective Date:	10/1/2018-9/30/2019	
Other Costs (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Storage room rental	$2,500.00	$512.78	$1,987.23
Citations	$500.00	$102.56	$397.45
Birth certificates	$500.00	$102.56	$397.45
Resource books and publications	$500.00	$102.56	$397.45
Film & Photo Processing & Related Costs	$500.00	$102.56	$397.45
Total Direct Other Costs	$4,500.00	$923.00	$3,577.01

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

B. Training
B.1. Title IV-E Training (75%)

County: Jefferson

Contract Number: 24723894

Budget Effective Date: 10/1/2018-9/30/2019

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 75% FFP)	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

B. Training

B.2. Title IV-E Fostering Connections Training (75%)

County: Jefferson

Contract Number: 24723894

Budget Effective Date: 10/1/2018-9/30/2019

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Attendees	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 75% FFP)	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

B. Training
B.3. Non-Title IV-E Training (50%)

County: Jefferson

Contract Number: 24723894

Budget Effective Date: 10/1/2018-9/30/2019

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

C. Supplemental Foster Care Maintenance (SFCM)			
	County:	**Jefferson**	
	Agency Account ID:	**24723894**	
	Budget Effective Date:	**10/1/2018-9/30/2019**	
Other Costs (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated FMAP)**	**Anticipated County Match**
Allowances	$10,000.00	$5,688.00	$4,312.00
Clothing	$90,000.00	$51,192.00	$38,808.00
Daycare	$1,000.00	$568.80	$431.20
Gifts	$20,000.00	$11,376.00	$8,624.00
Graduation Expenses	$1,500.00	$853.20	$646.80
Personal Items	$3,500.00	$1,990.80	$1,509.20
School Supplies	$1,000.00	$568.80	$431.20
Reasonable Child Specific Travel	$1,000.00	$568.80	$431.20
Total Direct Other Costs	$128,000.00	$72,806.40	$55,193.60

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Budget Narrative

County:	**Jefferson**
Contract Number:	**24723894**
Budget Effective Date:	**10/1/2018-9/30/2019**

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County

A. Administration

A.1. Direct Personnel Salaries

None

A.2. Direct Personnel Fringe Benefits

None

A.3. Direct Personnel Travel

None

A.4. Direct Materials and Supplies

Includes supplies for recruitment of foster home; public/community awareness expenses related to recruitment of foster homes; office supplies for record keeping and DFPS files; and overhead expenses including, but not limited to, stationery, postage, and banking expenses.

A.5. Direct Equipment

None

A.6. Direct Other Costs

Includes citation by publication, costs of documentation to establish identity (birth cerificates); resource books and publications for DFPS ellgibility and guidelines; film for documentation and records of DFPS cases; and storage room rental to store supplies for Title IV-E events and children.

B. Training

B.1. Title IV-E Training (75%)

None

B.2. Title IV-E Fostering Connections Training (75%)

None

B.3. Non-Title IV-E Training (50%)

None

C. Supplemental Foster Care Maintenance (SFCM)

Includes allowances, clothing, daycare, gifts, graduation expenses, personal items, school supplies, and reasonable travel provided for the child to visit parents, siblings, relatives, or other caretakers at home or other appropriate location.

D. Indirect Costs (if applicable)

None

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
Jefferson County	9/10/18

Standard Form 424B (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

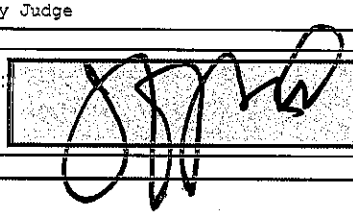
Jefferson County

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Jeff | Middle Name:

* Last Name: Branick | Suffix:

* Title: County Judge

* SIGNATURE:  * DATE: 9/10/18

TEXAS
Department of Family
and Protective Services

ANNUAL FFATA CERTIFICATION

N502 FORM-4734
JULY 2018

The Federal Funding Accountability and Transparency Act (FFATA) annual certification enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the subrecipient knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. *If the signatory cannot certify all of the statements contained in this section, signatory must provide written notice to DFPS detailing which of the below statements it cannot certify and why*.

Enter your organization's Dun & Bradstreet (D&B) DUNS Number: 010807535

Enter the parent DUNS Number, if applicable:

Did your organization have gross income, from all sources, of less than $300,000 in your previous tax year?

Yes ☐ No ☒ N/A ☐ (if entity does not generate income)

If your answer is Yes, skip Parts A, B, C, and D and complete Part E.
If your answer is No or N/A, complete Parts A and B.

Part A. Certification Regarding % of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year?

Yes ☐ No ☒

Part B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive $25 million or more in annual gross income from federal awards in the previous tax year?

Yes ☐ No ☒

If your answer is Yes to both A and B, you must complete Part C.
If your answer is No to either A or B, skip Part C and go to Part D.

Part C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐ N/A ☐ (if entity reports through some other means, state how:)

If your answer is Yes, skip Part D and complete Part E.
If your answer is No, you must provide compensation information to DFPS for FFATA reporting in Part D.
If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval. Skip Part D until requested by DFPS to supply compensation information and proceed to complete Part E.

TEXAS
Department of Family and Protective Services

ANNUAL FFATA CERTIFICATION

N502 FORM-4734
JULY 2018

Part D. Certification Regarding Executive Compensation

The Names and Total Compensation of the top five (5) executives if:

- More than 80% of annual gross revenues from the Federal government,
- Those revenues are greater than $25M annually, and
- Compensation information is not already available through reporting to the SEC.

Subrecipient Executive Names	Total Compensation

Part E. General FFATA Certification

As the duly authorized representative (Signatory) of the subrecipient named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Jeff R. Branick
Printed Name of Authorized Representative

Signature of Authorized Representative

County Judge
Title of Authorized Representative

9/10/18
Date

Jefferson County
Legal Name of Subrecipient

24723894
Agency Account ID Number

Beaumont, Jefferson
Principal Place of Performance (POP)
(City, County)

TX
State

77701-3631
9-Character Zip Code
(Zip +4)

14th
POP Congressional District

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

Contractor Name: Jefferson County

Fiscal Year: 2019 **Contract Number:** _____

Please refer to instructions at end of this questionnaire.

SECTION I: FINANCIAL POSITION

(This section should be answered about your organization as a whole.)

1.	Please indicate the accounting system in place (e.g., accrual, cash, or modified accrual). Modified Acccrual	
2.	Does your organization complete yearly financial statements (e.g., Balance Sheet, Income Statement, Cash Flow)? *If yes:* *a. Please list the name(s) of the person(s) responsible for preparing the annual financial statements:* The Auditor's Office *b. Please attach copy of your most current statements as **ATTACHMENT# I-2.*** The most recent Comprehensive Annual Report is posted on the Jefferson County website at www.co.jefferson.tx.us. Select "Auditor's Office" to view the annual financial statements. *If no, please provide any manual or automated information maintained regarding your current financial position as **ATTACHMENT #I-2.***	☒Yes ☐No
3.	Are your accounting and financial system operations audited at regular intervals by an independent auditor (Certified Public Accountant)? Note that this is not referring to compliance monitoring performed by State Contract Managers. If yes: a. Attach an original, bound audit report and management letter (if applicable) as provided by the independent auditor as **ATTACHMENT #I-3.** The most recent Comprehensive Annual Report, including the independent audit and single audit by Patillo, Brown & Hill, LLP, Certified Public Accountants is posted on the Jefferson County website at www.co.jefferson.tx.us. Select "Auditor's Office" to view these reports. b. Please indicate the frequency with which your accounting records are audited by an independent auditor. Annually - Changes every 3 years. Currently it's Whitley Penn, L.L.P. Certified Public Accountants c. Please describe how independent audit results are shared with the governing body of your organization.	☒Yes ☐No

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	Annual audit and financial statements are received and filed in Commissioners' Court annually.	

SECTION II: INTERNAL CONTROLS

II. A. GENERAL/ACCOUNTING CONTROLS

(This section should be answered about your organization as a whole. When a question mentions "contracts," it is referring to any contract or grant you administer with funding received through DFPS or any other state or federal agency.)

1.	Has the county submitted a cost allocation plan to DFPS for review? *If no, please attach a description of your allocation process as **ATTACHMENT #II-1**.*	☒Yes ☐No ☐N/A
2.	Please attach a list of all of your contracts with state agencies, including DFPS. For each contract, include: state agency name, type of service provided, contract number, dollar amount, and payment method (e.g., cost reimbursement, fee for service) as **ATTACHMENT #II-2**.	
3.	Does your organization maintain a separate ledger account for: a. Deposits for each source of funds? b. Disbursement of each source of funds? Please provide a copy of your chart of accounts, and a description of how your accounting system identifies contract revenues and expenditures separately as **ATTACHMENT #II-3**. A Chart of Accounts is provided. The detail is many pages and not provided. A copy of the Jefferson County, Texas Accounting Policies and Procedures is provided to identify contract revenues and expenditures separately. See Table of Contents F. - Receipts, G. - Accounts Payable, H. - Requisition and Purchasing, and I. - Invoicing.	☒Yes ☐No ☒Yes ☐No
4.	Are costs and expenditures under budgetary control for: a. Total contract budget? b. By budget category?	☒Yes ☐No ☒Yes ☐No
5.	Do all purchases require approval from an authorized individual in the requesting department?	☒Yes ☐No
6.	Indicate the name and title of individual(s) authorized to: **SEE SECTION II: INTERNAL CONTROLS - ATTACHMENT #II – QUESTION 6 - FOR ADDITIONAL RECEIVE CASH LISTING.**	

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SIGN CHECKS OR AUTHORIZE PAYMENTS	APPROVE PURCHASES (INCLUDING ON-LINE AND CREDIT CARD)	PREPARE PAYMENTS (CHECKS AND ELECTRONIC FUND TRANSFERS)	RECONCILE ACCOUNTS (INTERNAL ACCOUNTS TO BANK RECORDS)	CONTROL INVENTORY	RECEIVE CASH
Name:Carolyn Guidry	Name:Rebekah Patin	Name:Mary Angelle	Name:Joleen Fregia	Name:Deb Clark	Name:Lisa Marks
Title:Jefferson County Clerk	Title:Financal Manager	Title:Financial Technician	Title:Chief Deputy County Treasurer	Title:Jefferson County Purchasing Agent	Title:Account Clerk Treasurer's Office
Name:Patrick Swain	Name:Rhonda Brode	Name:Charity Sears	Name:	Name:	Name:Joleen Fregia
Title:Jefferson County Auditor	Title:Financial Manager	Title:Financial Technician	Title:	Title:	Title:Chief Deputy County Treasurer
Name:Tim Funchess	Name:Fran Lee	Name:Joleen Fregia (EFT's)	Name:	Name:	Name:Tim Funchess
Title:Jefferson County Treasurer	Title:First Assistant Jefferson County Auditor	Title:Chief Deputy County Treasurer	Title:	Title:	Title:Jefferson County Treasurer
Name:	Name:Patrick Swain	Name:Tim Funchess (EFT's)	Name:	Name:	Name:
Title:	Title:Jefferson County Auditor	Title:Jefferson County Treasurer	Title:	Title:	Title:
Name:	Name:	Name:	Name:	Name:	Name:
Title:	Title:	Title:	Title:	Title:	Title:

7. Are all expenditures reconciled with your general ledger? ☒Yes ☐No

If no, please explain.

_____

8. How often are bank accounts reconciled to internal check registers?

☒Monthly ☐Quarterly ☐Other (please specify)_____

9. Is your accounting system automated? ☒Yes ☐No

If no, please skip to Question #17.

10. Please describe how your accounting system is secured and/or protected (e.g. location, the use of passwords, access limits, checks and balances).

Passwords and Access Control through User ID setup.

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11.	Please specify the name(s) and title(s) for the individuals with access to the accounting system to perform the following functions: Review Only: Auditor's Office, Purchasing Department, Treasurer's Office Record Transactions: Auditor's Office Update/Change: Update - Auditor's Office-Financial Managers, County Auditor & 1st Assistant / Change - Auditor's Office Delete: Once in the system, it cannot be deleted.	
12.	Please explain the process (initiation, review, approval, etc.) for making updates, changes, deletions, and year end adjustments to the accounting system. See Attachment # II-3. Jefferson County, Texas Accounting Policies and Procedures Table of Contents - Section D. - Account Code Structure, Section E. - Transaction Types, Section J. - Vendor File Maintenance, and Section M. - Fiscal Year End Activities.	
13.	Are there controls to provide reasonable assurance that transactions are not lost, duplicated, or added before and/or after data entry and editing?	☒Yes ☐No
14.	Are there controls to provide reasonable assurance that transactions with errors are rejected from further processing (e.g., prevented from updating the files/database)?	☒Yes ☐No
15.	Is the data entered into the accounting system verified? *If yes, please specify whom (name and title) is/are responsible for verifying the data, and how the verification is done.* DATA that is keyed into the system is verified by someone else before updating. Name & Title depends on the type of DATA entered.	☒Yes ☐No
16.	What, if any, additional internal controls and approvals are in place within the organization to ensure payments made are valid and authorized? Someone must approve them within the department & within the Auditor's Office.	
17.	Are all checks pre-numbered and accounted for? If no, please explain. _____	☒Yes ☐No

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18.	a. Are all disbursements (excluding petty cash) made by check? If no, what other means does your organization use to make disbursements? Electronic Funds Transfer is used for some disbursements. b. Is a check register (disbursement journal) used to record disbursements and maintain balances? If no, how are disbursements and balances tracked? _____	☐Yes ☒No ☒Yes ☐No
19.	Are all disbursements approved prior to payment? If no, please explain. _____	☒Yes ☐No
20.	Is there any additional review or special approval required for payment transactions (check or electronic disbursement) that exceed a specific dollar amount? *If yes, please specify the dollar limit(s), name(s) and title(s) of responsible staff.* All Grant Expenditures are reviewed.	☐Yes ☒No
21.	Does your organization have a system for tracking: a. Voided checks? b. Credit card transactions? c. Other electronic transactions? If no, please explain. _____	 ☒Yes ☐No ☒Yes ☐No ☒Yes ☐No ☐N/A
22.	Does your organization use a check-signing machine? *If yes, please describe how the facsimile signature plates are safeguarded from improper use.* The facsimile signature plates are stored in the Treasurer's Office in a locked and fireproof file cabinet.	☒Yes ☐No
23.	Are unused checks safeguarded and in the custody of a person who does not manually sign checks, control the use of facsimile signature plates or operate the facsimile signature machine? Please indicate name and title of person who has custody of unused checks. Andrae' Thierry, Computer Service Tech/Operator	☒Yes ☐No

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24.	Are the following practices prohibited: a. The drafting of checks to "CASH"? b. The signing of blank checks? c. The removal of blank checks from the checkbook? If no, please explain. _____	☒Yes ☐No ☒Yes ☐No ☒Yes ☐No
25.	Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register)? *If yes, please attach an explanation of your purchase orders/requisition controls as* ***ATTACHMENT #II-25****.* See Attachment #II-3. Jefferson County, Texas Accounting Policies and Procedures Table of Contents H. - Requisition and Purchasing Process.	☒Yes ☐No ☐N/A
26.	Are supporting documents (e.g., service authorizations, invoices, receipts, approvals, receiving reports, canceled checks) maintained with each disbursement and clearly referenced for easy location and retrieval? *If yes, please attach an explanation as* ***ATTACHMENT #II-26****. The attachment should describe your process for maintaining supporting documentation, such as:* • *How supporting records are kept and filed (e.g., filed by check number, month of payment)?* • *How documents are marked when paid to prevent duplication of claims?* • *How authorizations are maintained internally?*	☒Yes ☐No
27.	Do supporting documents accompany checks for the check signer's signature?	☒Yes ☐No
28.	Are invoices marked to identify allocation of payment?	☒Yes ☐No
29.	Does your organization have procedures to identify costs and expenditures not allowable under federal and/or state regulations? *If yes, please attach an explanation of your system for identifying unallowable costs/expenditures as* ***ATTACHMENT #II-29.*** See Attachment #II-3. Jefferson County, Texas Accounting Policies and Procedures Table of Contents U. - Grant Expenditure Policy.	☒Yes ☐No

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30.	Does your organization have a contract file for each contract? *If yes, does each contract file contain:* *a. The executed contract with all attachments?* *b. A copy of each contract amendment (as applicable)?* *c. Billing documents?* *d. Documentation of contract performance?* *e. Related correspondence?* *f. A copy of each subcontract agreement (as applicable)?* If no to any of the above, please explain. _____	☒Yes ☐No ☒Yes ☐No ☒Yes ☐No ☒Yes ☐No ☒Yes ☐No ☒Yes ☐No ☐Yes ☐No ☒NA
31.	Does your organization have a process to prevent unauthorized access to confidential information related to your contracts (for example, sensitive client information or records)? *If yes, please attach a copy of your procedures for safeguarding contract information as **ATTACHMENT #II-31.*** **SEE ATTACHED SECURITY COMMENTS.**	☐Yes ☒No

II. B. PERSONNEL

32.	Does your organization have written personnel policies? If no, please explain. _____ If yes, are personnel policies distributed to all employees? Do the personnel policies include: a. Hiring? b. Performance evaluations? c. Time and leave? d. Conflict of interest? e. Nepotism? f. Related-party transactions?	☒Yes ☐No ☒Yes ☐No ☒Yes ☐No ☐Yes ☒No ☒Yes ☐No ☒Yes ☐No ☒Yes ☐No ☒Yes ☐No

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33.	Does your organization require individual time or activity sheets to be prepared at least monthly for personnel (part-time, full-time, and/or in-kind volunteers)? If no, please explain. _____ *If yes, please submit a blank time sheet and/or activity sheet and a copy of the related policy as **ATTACHMENT II-33**.*	☒Yes ☐No
34.	Does your organization have on file an established rate of pay and withholding information for each employee? If no, please explain. _____	☒Yes ☐No
35.	Does your organization have a written job description with a set salary level for each position? If no, please explain. _____	☒Yes ☐No
36.	Is the amount being paid to each employee based on documentation of actual hours worked?	☒Yes ☐No
37.	a. Is your organization current with your payroll taxes? ..... b. Does your organization pay payroll taxes directly? ..... If no, please explain and indicate name of withholding agent. _____	☒Yes ☐No ☒Yes ☐No

II. C. TRAVEL

Reimbursements for travel expenses will be paid according to the State of Texas travel rates in effect on the date of travel as approved by the Office of the Comptroller of Public Accounts.

38.	Are travel expenditures substantiated by travel vouchers, travel logs or other supporting documentation? If no, please explain. _____ *If yes, please submit a copy of your travel policy, a blank travel voucher and a blank travel log as **ATTACHMENT II-38.*** See Attachment #II - 3 Jefferson County, Texas Accounting Policies and Procedures Table of Contents Section Q. - Travel Policies and Procedures.	☒Yes ☐No ☐N/A

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II. D. EQUIPMENT

39.	a. Please specify the level of capitalization (dollar amount) used by your organization. $5,000.00 ($10,000.00 for financial reporting purposes) b. Please provide your organization's definition of equipment: Anything having a useful life in excess of one year and meeting the dollar threshold.	
40.	Does your organization conduct a physical inventory of capital equipment purchased with federal funds? If yes, how often? Annually.	☒Yes ☐No
41.	Has DFPS funds been used (in whole or in part) to purchase equipment or controlled assets (e.g., computers, furniture, cameras, camcorders, laser disc (DVD) players, TVs)? **Note:** Contractors should review the Comptroller's State Property Accounting User Manual at https://fmx.cpa.state.tx.us/fmx/spa/classcodes/control.php for the most current listing of controlled assets. Contractors must add these items classified as controlled assets to their inventory list based on the noted acquisition costs. **If no, please skip to Section II.E. Subcontractors.**	☒Yes ☐No
42.	Are inventory records maintained that include: item description, serial number, funding source(s), acquisition cost, acquisition date and inventory number? *Please attach a blank inventory form as **ATTACHMENT #II-42***	☒Yes ☐No
43.	Are all equipment items and controlled assets tagged for the purpose of internal tracking and inventory?	☒Yes ☐No
44.	Does your organization have policies regarding the documentation required for equipment that has been disposed of? If yes, please attach a copy of your equipment disposal policy as ***ATTACHMENT #II-44***.	☒Yes ☐No

II. E. SUBCONTRACTORS

If your organization does not subcontract DFPS services, or does not intend to subcontract DFPS services, mark N/A ☒ here and skip to Section II.F. Title IV-E Child Welfare Services Contract Information.

45.	Does your organization have written policies and procedures for subcontracted services?	☐Yes ☐No
46.	Does your organization have a state contract of $100,000 or greater?	☐Yes ☐No

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SECTION II. F: TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION

This section pertains only to any **County Title IV-E Child Welfare Services Contracts** with DFPS and *does not* pertain to any **Title IV-E County Legal Services Contract** with DFPS. For purposes of this Section, the terms County and County Child Welfare Board are synonymous.

47.	If administrative costs will be claimed, has the county submitted an administrative budget to DFPS for review and approval?	☒Yes ☐No ☐N/A
48.	Does the County Child Welfare Board have a process that Caseworkers must follow in order to obtain assistance from the County Child Welfare Board for a Foster Child? If yes, is the above policy a written (published) policy? *If yes, please attach a description of the process or a copy of the written policy as* ***ATTACHMENT #II-48***	☒Yes ☐No ☒Yes ☐No
49.	Has/have the county Title IV-E contract(s) been audited by county internal or external auditors? If yes, please enter date of last audit. Internally, 9/2017 and quarterly for FY 2018 and beyond.	☒Yes ☐No
50.	Do the region and the county conduct an annual review of the county Title IV-E contracts? If yes, please enter date of last review. 8/28/17 -CAP & Budget Submission Approved by Commissioners' Court and signed by County Judge. **Note:** An annual review of the contract is specified in the contract.	☒Yes ☐No
51.	How does the Child Welfare Board pay for supplemental child-care expenses? *Please provide a description of the process used to pay supplemental child care expenses, including the name and/or position of responsible person/staff as* ***ATTACHMENT #II-51.***	
52.	What back-up documentation does the county maintain to support Title IV-E reimbursements? *Please provide a description of the required documentation as* ***ATTACHMENT #II-52.***	
53.	Who maintains the documentation within the county (e.g., Child Welfare Board, County Auditor)? Please provide the name of the county Department or name and/or position of responsible person/staff. Child Welfare Board maintains original documentation; County Auditor's office maintains copy of signed billing and attached documentation. Harry Schoppe - Financial Analyst	
54.	Who, within the county, signs the County Title IV-E Claims Voucher (Form 4116 – State of Texas Purchase Voucher Quarterly Billing)? Please provide the name and/or position of the responsible person/staff. Patrick Swain, County Auditor	

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55.	How does the county ensure the County Title IV-E Claims Voucher is reconciled with the county's general ledger? Claims voucher is reconciled and submitted to DFPS. Money is received and deposited into county's general operating account. Debtor form is prepared, signed, and approved. County check is issued to the Child Welfare Board.	
56.	Does the county have a process to ensure that all expenditures claimed are allowable? *If yes, please attach a description of the process as **ATTACHMENT #II-56.***	☒Yes ☐No
57.	Does the county have a process to ensure that all raised or donated funds used as certified match for the County Title IV-E Claims Voucher are unrestricted funds? *If yes, please attach a description of the process as **ATTACHMENT #II-57.***	☒Yes ☐No
58.	How does the county know which children are IV-E eligible? Please provide a description of the process and the name and/or position of responsible person/staff as ***ATTACHMENT #II-58.***	

CERTIFICATION

Signed by an individual with documented authority as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

Signature	9/10/18 Date
Patrick Swain Printed/Typed Name	County Auditor Title

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

ICSQ Instructions

Every business entity should have internal controls. Internal controls consist of the policies and procedures that a business entity develops and implements to ensure that assets (such as cash and equipment) are safeguarded, that expenditure transactions (such as purchases) are authorized, and that financial data are accurately recorded. Another way of saying this is that a system of internal controls helps to ensure that assets that belong to the business entity are used only for authorized business purposes.

A system of internal controls is not designed primarily to detect errors but rather to reduce the opportunity for errors or dishonesty to occur. In an effective system of internal controls, no one person should carry out all phases of a business transaction from beginning to end. For example, if one person were permitted to order supplies, receive the supplies, write a check to pay for the supplies, and record the transaction in the accounting records, then there would be no protection against either fraud or errors.

A system of internal controls frequently may be improved by physical safeguards (acting as compensatory controls). Computers help to improve the efficiency and accuracy of record keeping functions. Cash registers, safes, and pre-numbered business forms are very helpful in safeguarding cash and establishing responsibility for it. Any system of internal controls must be supervised with care if it is to function effectively.

The Internal Control Structure Questionnaire (ICSQ) consists of a series of questions related to the processes and procedures for handling cash receipts, cash disbursements, physical inventory, file maintenance, etc. Responses to the questions included in the ICSQ allow for an assessment of the effectiveness of the procedures described as compared to best practices and/or specific state and federal guidelines.

Instructions for Submitting the ICSQ

An up- to-date ICSQ is required to be submitted with each new proposal to contract with DFPS. ***Please use the ICSQ that appropriately reflects the entire contract amount for Title IV-E funds, not just the DFPS drawdown amount.***

No two-sided copies will be accepted. No pamphlets or books will be accepted (except for required financial reports and/or audits). Responses must be typed or printed. All attachments must be clearly numbered.

Instructions for Completing the ICSQ

The ICSQ has been divided into several sections, as follows:

SECTION I: FINANCIAL POSITION

This section requests background information about the organization, including the financial system used to maintain the accounting records, preparation of financial statements and the frequency with which financial information is audited.

SECTION II: INTERNAL CONTROLS

This section addresses Internal Controls as described below:

II. A. GENERAL/ ACCOUNTING CONTROLS

The general accounting section addresses file maintenance and the contractor's responsibility to meet contract terms and/or state/federal regulations.

Accounting controls assist with the safeguarding of assets (cash and fixed assets) and the reliability of financial records. The objective sought in the control of cash receipts is to ensure that all cash that is receivable by the business entity is collected and recorded without loss. The system of controlling cash payments should be designed to ensure that no unauthorized payments are made. Control is accomplished by division of responsibility to achieve independent verification of transactions without duplication of effort.

Question 1:
Cost allocation ensures that costs are properly allocated to a specific funding source and that all costs are properly identified.

Cost allocation is required when a cost will benefit more than one contract or funding source. If cost allocation is necessary, contractors must use reasonable methods of allocating costs consistently. Any cost allocation method used should be a reasonable reflection of actual business operations.

Questions 5 - 6:
It is a good business practice to require authorized individuals to approve purchases or electronic transactions made on behalf of their department. Designating separate individuals to sign checks or authorize payments, approve purchases, prepare payments, reconcile internal accounts to the general ledger, control assets, and receive cash is also a good business practice. For smaller staffs, it may be necessary to identify compensating controls where adequate separation of duties is not possible.

Questions 7 - 8:
All costs that are reported and/or billed to a funding source should be reconciled with the general ledger (the book or file that contains all of the organization's accounts) as well as bank account transaction records.

Questions 9 - 16:
If the business entity's accounting system is automated, please complete questions 9 - 16 to provide detail as to who has access to the accounting system and how the system is protected.

Questions 17 - 25:
These are examples of internal controls that act as safeguards against unauthorized expenditures and/or check disbursement.

Questions 26 - 27:
It is a best practice to maintain supporting documents with each disbursement. Alternatively, supporting documents should be numbered, clearly referenced, and filed for easy retrieval.

Question 28:
If more than one funding source is to be used to reimburse a cost, then it is extremely important that the invoice documents how the cost is to be allocated.

Question 29:
Contractors should reference the applicable Texas Administrative Code (TAC) or Office of Management and Budget (OMB) Circulars to identify costs and expenditures that are not allowable.

Question 30:
An element of a good file maintenance process is having a systematic approach to filing the numerous contract documents that flow through a business entity. A systematic filing approach decreases the risk of lost documents, and provides a central place for documents that pertain to a specific contract.

Question 31:
An important protective measure to safeguard sensitive information is controlling physical access to the information or records related to your contracts. All contract information must be cared for with the appropriate level of physical and electronic security. Procedural safeguards ensure adequate controls against unauthorized access, fraudulent activity, disclosure, loss or damage, whether accidental or deliberate, as well as to ensure the availability, integrity, authenticity, and confidentiality of information. Procedural safeguards may include adequate separation of duties, limiting physical access (e.g., storing information in a safe or fireproof filing cabinet, locks on doors or filing cabinets, passwords) or computer-related controls dealing with access privilege.

II. B. PERSONNEL

Question 32:
Each business entity should have written personnel policies that are made available to all employees. The policies need to be consistently applied and should include all federally mandated policies related to human resource issues.

Questions 33 - 37:
OMB Circular A-122, Attachment B, Paragraph 8, subparagraph "m" (revised May 2004) and OMB Circular A-87, Attachment B, Paragraph 8, subparagraph "h" (revised May 2004) address documentation necessary to support salaries and wages. These circulars further state that the allocation of direct service delivery staff salaries between programs and/or contracts must be documented.

II. C. TRAVEL (Travel Costs Paid with DFPS Funds)

Question 38:
Travel expenses for which reimbursement will be requested from DFPS must conform to the current state travel requirements and rates for lodging, meals, and personal vehicle mileage. Supporting documentation for travel expenses must include receipts for the following expenses: parking fees, hotel lodging, taxis, and airfare.

II. D. EQUIPMENT

Questions 39 - 44:
Equipment is defined in 45 Code of Federal Regulations (CFR) Part 74.2 and the Office of Federal Financial Management, Office of Management and Budget (OMB) Circulars.

It is a federal requirement that a physical inventory be taken at least once every two years for equipment acquired with federal funds (including DFPS funds).

The disposition of all equipment purchased with federal funds must be made according to appropriate regulations and departmental policies, as per OMB Circular A-110, Section 34 (G). Equipment purchased using DFPS contract funds is subject to an equitable claim by the state (DFPS) at contract termination. No disposition should take place without prior notification to DFPS contract management.

II. E. SUBCONTRACTORS

This section must be completed if DFPS funds are or will be provided to subcontractors.

Question 45:
Subcontracting policies and procedures should, at minimum, address contractor selection and monitoring.

Subcontractor selection procedures should reflect a system in which the best subcontractor is fairly and objectively selected. Procedures should clearly identify the method of contractor selection utilized (e.g., competitive selection or bidding, negotiation with individual). (OMB Circular A-110, Sections 40-48.) The subcontractor selection process should also include established criteria to evaluate potential subcontractors, ranking method, and the consideration of past performance factors.

Subcontractor monitoring procedures should be sufficient to ensure that subcontractors consistently provide quality services by measuring performance against well-documented outcome expectations. The monitoring function should focus on the outcomes of services provided with an appropriate emphasis on contract monitoring in proportion to the amount/extent of the contracted services. Procedures should adequately describe who is responsible for monitoring, how often monitoring occurs, the monitoring process to include follow-up procedures when corrective action is required. It is also a good business practice to include an ongoing system for ensuring that funds are spent appropriately.

Question 46:
DFPS is committed to encouraging participation and increased opportunities for any minority and women-owned business that is certified as a Historically Underutilized Business (HUB). DFPS requires contractors who have contracts of $100,000 or more to do the same.

A good faith effort requires that contractors maintain documentation in purchase and contract files of their efforts to utilize HUBs. When HUB bidders are not solicited or selected, documentation should clearly state the reason. Contractors who have contracts of $100,000 or more may be required to have a HUB Subcontracting Plan that documents either:

a) That contractor does not plan to subcontract any component of the DFPS contract, or

b) That contractor does plan to subcontract and includes at minimum the contractor's written policy/procedures for subcontracting and contractor's methods for soliciting and selecting subcontractors. In this case, a HUB Subcontracting Form must be on file.

II. F. TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION

Questions 47 - 58:
This section captures county policy and procedures specific to any Title IV-E Child Welfare Services contract and is used in the determination of appropriate monitoring efforts.

ATTACHMENT #I – 2 - A

Patrick Swain – County Auditor
Fran Lee – 1st Asst. County Auditor, P/R, Budget Manager
Rebekah Patin – Accounts Payable & Grants Manager
Rhonda Brode – Internal Audit Manager
Marisol Perez – Receptionist/Clerk – Financial
Mary Angelle – Financial Technician
Charity Sears – Financial Technician
Candace Plessala – Financial Analyst
Jamie Schexnaider – Financial Technician
Harry Schoppe – Financial Analyst
Lola Charles – Administrative Secretary – Financial
Patricia Moody – Financial Analyst
Kelli Kimball – Financial Technician
Katrena McDonald – Financial Technician

Attachment# II-2

Texas Juvenile Justice Department -Programs for Juveniles & Juvenile Offenders			
Texas Juvenile Justice Department State Aid	TJJD-A-2018-123	1,365,572	Balance paid in advance of expenditures
Texas Juvenile Justice Department Special Needs	TJJD-M-2018-123	54,703	Balance paid in advance of expenditures
Texas Juvenile Justice Department JJAEP Discretionary	TJJD-W-2018-123	4,885	Balance paid in advance of expenditures
Texas Juvenile Justice Department Diversion		65,000	Reimbursing Grant
Texas Department of Criminal Justice - Community Assistance Division Programs for Adult Offenders			
Basic Supervision – Texas Department of Criminal Justice - Community Justice Assistance Division	900	1,438,749	Balance paid in advance of expenditures
Women's Center - Texas Department of Criminal Justice - Community Justice Assistance Division	30	1,446,621	Balance paid in advance of expenditures
Mentally Health Initiative Texas Department of Criminal Justice - Community Justice Assistance Division	19	140,164	Balance paid in advance of expenditures
Specialized Caseload - High Need - Texas Department of Criminal Justice - Community Justice Assistance Division	27	89,204	Balance paid in advance of expenditures
Community Service Restitution - Texas Department of Criminal Justice - Community Justice Assistance Division	8	464,251	Balance paid in advance of expenditures
Intervention and Pre-Trial - Texas Department of Criminal Justice - Community Justice Assistance Division	5	446,254	Balance paid in advance of expenditures
Texas General Land Office			
TDRA IKE Round 2 Various Projects	DRS - 220219	224,723	Reimbursing Grant
Office of the Governor Criminal Justice Division			
Violence Against Women Formula Grants	13466-21	6,667	Reimbursing Grant - estimate
Crime Victims Clearinghouse	21032-08	88,017	Reimbursing Grant
Violence Against Women Formula Grants	13466-20	80,000	Reimbursing Grant
Rifle Resistant Body Armor Grant Program	3441801		Reimbursing Grant
Crime Lab Funding	34195-01	29,854	Reimbursing Grant
Texas Department of Criminal Justice			
Jefferson County Drug Intervention Court	1604516	61,516	Reimbursing Grant
Jefferson County Drug Intervention Court	1604517	5,000	Reimbursing Grant - estimate
Jefferson County Family Treatment Drug Court	1869013	3,000	Reimbursing Grant - estimate
Jefferson County Family Treatment Drug Court	1869012	41,300	Reimbursing Grant
Texas Department of Public Safety Governor's Division of Emergency Management			
FEMA Emergency Hurricane Ike	FEMA-1791-DR-Hurricane Ike FEMA-4332-Texas Hurricane		Reimbursing Grant
FEMA Emergency Hurricane Harvey	Harvey	4,180,000	Reimbursing Grant - estimate
Emergency Management Performance Grant	17Tx-EMPG-0389	38,508	Balance paid in advance of expenditures
Homeland Security Grant Program - SWAT Hazmat	33133-01		Reimbursing Grant
Texas Department of Public Safety			
Selective Traffice Enforcement Program - Impaired Driver Mobilization	2018-Jefferson-S-IYG-0054	25,000	Reimbursing Grant - estimate
Texas Department of State Health Services			
Texas Department of Family & Protective Services			
Child Welfare Services	Contract # 23939002	20,000	estimate
Legal Services	Contract # 23939003	40,000	estimate
Texas Department of Agriculture			
Summer Food Service Program	123-1007	9,777	Reimbursing Grant
Cheek Sewer Project # 5	TDCP-7216231	195,000	Reimbursing Grant - estimate
Office of the Attorney General			
Title IV-D Fees - Constable	n/a	52,000	Fee for service - estimate
Title IV-D Fees - District Clerk	n/a	320,000	Fee for service - estimate
Title IV-D Fees - Child Support Customer Service	n/a	1,300	Fee for service - estimate
Crime Victims Compensation Fund - Sexual Assault Exam	n/a	6,000	Reimbursing Grant - estimate
SAVNS Maintenance Contract	1877281	28,547	Reimbursing Grant
Texas Department of Motor Vehicles			
Motor Vehicle Salvage/Theft Reduction Program	608-18-1230100	78,476	Reimbursing Grant
Texas Department of Transportation			
Routine Airport Maintenance Grant	M1820BMPT	50,000	Reimbursing Grant
Texas Indigent Defense Commission			
Indigent Defense Formula Grant FY 18	n/a	192,421	Reimbursing Grant
Texas Commission on Law Enforcement			
Law Enforcement Officer Standards and Education	n/a	29,768	Balance paid in advance of expenditures

ATTACHMENT #II - 3 CHART OF ACCOUNTS

PREPARED 9/04/18, 10:19:28 ACCOUNT SEGMENT DESCRIPTION LISTING PAGE 1
PROGRAM GM291L
Jefferson County
SEGMENT: FUND

NUMBER	DESCRIPTION
110	JURY FUND
111	ROAD & BRIDGE PCT.#1
112	ROAD & BRIDGE PCT.#2
113	ROAD & BRIDGE PCT. # 3
114	ROAD & BRIDGE PCT.#4
115	ENGINEERING FUND
116	PARKS & RECREATION
120	GENERAL FUND
121	LIBRARY FUND
124	MOSQUITO CONTROL FUND
125	TOBACCO SETTLEMENT FUND
126	SALES TAX ESCROW FUND
151	SOCIAL SECURITY FUND
152	RETIREMENT FUND
200	FEMA EMERGENCY
201	LATERAL ROADS -PRECINCT 1
202	LATERAL ROADS- PRECINCT 2
203	LATERAL ROADS- PRECINCT 3
204	LATERAL ROADS- PRECINCT 4
205	BREATH ALCOHOL TESTING
206	USMS WARRANT GRANT
207	FAMILY GROUP CONFERENCING
208	FOREIGN TRADE ZONE
209	J.C. FAMILY TREATMENT
210	SECURITY FEE FUND
211	HIGHWAY IMPROVEMENT FUND
212	LAW LIBRARY FUND
213	TIME PAYMENT FEE FUND
214	GRAFFITI ERADICATION FEE
215	VOTER REGISTRATION FUND
216	HAMSHIRE H2O & SEWER III
217	LOAN STAR LIBRARIES GRANT
218	CERT - SHSP/CCP 2005
219	EMPG GRANT
220	JUVENILE DETENTION - TJPC
221	JUV ADVOCATE INCENT GRT
222	GRT N MENTAL HEALTH SVCS
223	JUVENILE TJPC-A-2014-123
224	JUVENILE GRANT R
225	JUVENILE PROB & DET. FUND
226	IV-E FOSTER CARE
227	GRANT A STATE AID
228	JUVENILE ACCOUNTABILITY
229	279 JUVENILE DRUG COURT
230	COMMUNITY SUPERVISION FND
231	JEFF. CO. WOMEN'S CENTER
232	RESTITUTION CENTER NO. 2
233	MENTALLY IMPAIRED OFFEND.
234	DWI PRETRIAL DIVERSION
235	MISDEMEANOR PRE-TRIAL
236	CIVIL PROBATION

PROGRAM GM291L
Jefferson County
SEGMENT: FUND

NUMBER	DESCRIPTION
237	COMMUNITY CORRECTIONS PRG
238	VETERAN'S PRE-TRIAL PROG.
239	DRUG DIVERSION PROGRAM
240	BAIL BOND LICENSE FUND
241	SHERIFF DEPT GRANTS
242	BODY-WORN CAMERA GRANT
243	JAG GRANTS
244	SHERIFF'S TRAINING GRANT
245	CRIME VICTIMS CLEARING.
246	ARRA REGIONAL MARINE FAC.
247	SHSP,LETPP & CERT GRANTS
248	CRIME VICTIMS CLEARING.
249	LAW OFFICER TRAINING GRT
250	CHEEK STEP SEWER IMPROV.
251	COUNTY CLERK - RECORD MGT
252	SHERIFF'S TOBACCO GRANT
253	COUNTY CLK RECORDS ARCHIV
254	SCAAP GRANT
255	DRUG INTERVENTION COURT
256	REGIONAL COMM. SAVNS
257	AUTO THEFT GRANT
258	REGIONAL AIR MONITOR. SEP
259	COUNTY RECORDS MANAGEMENT
260	FY05 PORT SECURITY GRANT
261	CJD SHERIFF GRANTS
262	DARE CONTRIBUTIONS FUND
263	VAWA FUND
264	SAFE STREETS TASK FORCE
265	CHEEK H2O & SEWER
266	MOBIL VOLUNTEER PROGRAM
267	DANY
268	HURRICANE CONFERENCE FUND
269	FAMILY PROTECTION FEE FND
270	DEPUTY SHERIFF EDUCATION
271	CONST. PCT 1 EDUCATION
272	CONST. PCT. 2 EDUCATION
274	CONST. PCT. 4 EDUCATION
276	CONST. PCT. 6 EDUCATION
277	CONST. PCT. 7 EDUCATION
278	CONST. PCT. 8 EDUCATION
279	PEDOMETER WALKING PRJ GRT
280	TAX OFFICE AUTO DEALER
281	UNCLAIMED FUNDS MGMT FUND
282	VAWA FUND
283	HIBERNIA - FGC
284	DIABETES PREVENTION GRANT
285	J.P. COURTROOM TECH. FUND
286	HOTEL OCCUPANCY TAX FUND
287	CRIME LAB FUNDING CJD
288	DISTRICT CLK RECORDS MGMT
289	JUSTICE COURT BLDG SECUR.

NUMBER	DESCRIPTION
290	DISASTER RELIEF GRANT
291	ORCA TX PUB SHELTER IMP
292	COUNTY CLERK ELECTION CON
293	COUNTY CLERK HAVA FUND
294	PCT 8 TOBACCO GRANT
295	FY06 PORT SECURITY GRANT
296	JC CHILD ABUSE PREVENTION
297	FIRST TIME SEWER PROJECT
298	TXCDBG DISASTER RECOVERY
299	FBI FIRING RANGE REPAIR
310	1957 ROAD BOND FUND
311	CAPITAL PROJECTS FUND
312	CETRZ GRANT
313	FORD PARK-KAYAK LAUNCH
314	COASTAL RESTORATION PRJCT
315	AIRPORT CONSTRUCTION FUND
316	'93 CERT. OF OBLIGATION
317	ADMIN. SEG. UNIT
318	ISTEA GRANT
319	JUVENILE DETENTION CENTER
320	BROOKS ROAD PARK
321	CO SERIES 2000 CONSTRUCT.
322	ENTERTAINMENT COMPLEX -NB
323	2002 CO PROJECT FUND
324	2003 CO PROJECT
325	KEITH LAKE FISH PASS
326	2005 TAX ANTICIPATION NTS
340	PLEASURE IS SHORELINE STA
341	RETRO/REP HEAVY EQUIP VEH
342	W.PA AMBIENT AIR MON. STA
343	SETX REG AIR MONITOR NET.
344	TCEQ-CHEEK 1ST TIME SEWER
345	SEP UMPHREY STATE PARK
360	1987 CONTRACTUAL OBLIGATI
410	1978 EXPANSION & IMPROVEM
411	1979 EXPANSION & IMPROVEM
412	1987 CONTRACTUAL OBLIGATI
413	1990 CERTIFICATE OBLIGATI
414	1990 JAIL CONSTRUCTION
415	1993 BOND REFUNDING FUND
416	'93 CERTIFICATE OF OBLIGA
417	1995 TAX ANTICIPATION NOT
418	1999 CERT. OF OBLIGATION
421	SERIES 2000 CERT. OBLIG.
422	2002 REFUNDING BONDS
423	2002 CERT. OF OBLIGATION
424	2003A REFUNDING BONDS
425	2003B CERTIFICATES OBLIG
426	2005 TAX ANTICIPATION NTS
427	2011 REFUNDING BONDS
428	2012 REFUNDING BONDS

PROGRAM GM291L
Jefferson County
SEGMENT: FUND

NUMBER	DESCRIPTION
429	2013 REFUNDING BONDS
495	DRAINAGE DISTRICT NO. 3
510	AIRPORT FUND
511	AIRPORT GASOLINE
512	DOT GRANT FUND
513	AIRPORT IMPROVE. GRANTS
514	HURRICANE RITA GRANT
520	SE TX EMP. BENEFIT POOL
550	SETEC FUND
610	HEALTH INSURANCE TRUST FU
611	LIABILITY CLAIMS ACCOUNT
612	HEALTH CLAIMS ACCOUNT
613	WORKER'S COMPENSATION FD
614	INDIGENT HEALTH CARE FUND
615	RETIREES' OVER 65
701	CRIMESTOPPER FEE FUND
702	STATE ARREST FEE FUND
703	C.J.P.F. FUND
704	C.V.C.A. FUND
705	J.C.P.T. FUND
706	L.E.O.S. FUND
707	OCL FEE FUND
708	BAIL BONDING FUND
709	CHILD SAFETY SEAT VIOLAT.
710	ENVIRONMENTAL CONTROL FND
711	CORRECTIONAL MGMT. INST.
712	JUV. PROB. DIVERSION FUND
713	COUNTY CLERK FEE FUND
714	DISTRICT CLERK FEE FUND
715	SHERIFF'S OFFICE FEE FUND
716	J.P. PCT.1 PL.1 FEE FUND
717	J.P. PCT.1 PL.2 FEE FUND
718	J.P. PCT. 2 FEE FUND
719	CRIME VICTIMS COMPENSA.
720	J.P. PCT.4 FEE FUND
721	J.P. PCT.5 FEE FUND
722	J.P. PCT. 6 FEE FUND
723	J.P. PCT. 7 FEE FUND
724	J.P. PCT. 8 FEE FUND
725	CONSTABLE PCT. 2 FEE FUND
726	CONSTABLE PCT. 3 FEE FUND
727	CONSTABLE PCT. 4 FEE FUND
728	CONSTABLE PCT. 5 FEE FUND
729	CONSTABLE PCT. 7 FEE FUND
730	TAX OFFICE FEE FUND
731	EMPLOYEE IRC SECTION 457
732	JEFF. COUNTY SECTION 125
733	CHILD PROTECTIVE SERVICES
734	D.A.'S ESCROW FUND
735	D.A.'S FORFEITURED FUNDS
736	CONSTABLE 4 FORFEITURE

NUMBER	DESCRIPTION
737	COMPREHENSIVE REHABILITAT
738	GENERAL REVENUE FEE FUND
739	BREATH ALCOHOL TESTING
740	SHERIFF'S SEIZURE FUND
741	SHERIFF'S FORFEITURE FUND
742	D. A. HOT CHECK FUND
743	NARCOTICS ESCROW FUND
744	NARCOTICS TASK FORCE GPI
745	MOUNTED PATROL
746	Constable Precinct 8
750	CONSTABLE PCT. 1
751	CONSTABLE PCT. 2
752	CONSTABLE PCT. 3
753	CONSTABLE PCT. 4
754	CONSTABLE PCT. 5
755	CONSTABLE PCT. 6
756	CONSTABLE PCT. 7
757	CONSTABLE PCT. 8
758	JUDICIAL FEES
759	MARRIAGE LICENSE FEES
760	COMM. SUPERVISION TRUST
761	WOMEN'S CENTER TRUST ACCT
762	RESTITUTION C. #2 TRUST
763	JUV. PROB. TRUST
764	DISTRICT CLERK FILING FEE
765	T.L.F.T.A.
766	B. C.
767	OWVEH
768	CCC
769	FA
770	JCD
771	TP
772	INDIGENT FILING FEE
773	JAIL LEASE REVENUE FUND
774	FLEXIBLE SPENDING PROG.
775	DNA TEST FEE
776	BAIL BOND FEE
777	STATE TRAFFIC FINE
778	EMS TRAUMA FUND
779	NON DISCLOSURE FEE
780	JURY REIMB. FEE FUND
781	JUDICIAL SUPPORT FUND
782	DRUG COURT - 40%
783	CRIMINAL JUDICIAL SUPPORT
784	CIVIL JUDICIAL SUPPORT
785	RESTITUTION FEE
786	CIVIL JUSTICE FEE
787	SECURING CHILD PASSENGER
788	ELECTRONIC FILING FEE
789	JUVENILE DNA (100%STATE)
790	TRUANCY PREV& DIVERSION

PROGRAM GM291L
Jefferson County
SEGMENT: FUND

NUMBER	DESCRIPTION
791	TX HOME VISIT PGM TRUST
792	JUD/CT PERSONNELTRNG 100%
810	PAYROLL FUND
850	MOSQ. CNTRL, ESA GRANT
851	PORT SECURITY SUPP 2007
852	BUFFER ZONE PROTECTION
853	ANTI-GANG INITIATIVE
854	ORCA DISASTER RECOVERY# 2
855	CHILD ABUSE PREVENTION
856	GUARDIANSHIP FEE
857	JUVENILE DELINQUENCY PREV
858	APPELLATE JUDICIAL SYSTEM
859	INDIGENT DEFENSE FEE
860	ORCA #1DISASTER DRS060042
861	ORCA - IKE
862	BUSH-CLINTON RECOVERY
863	CNTY & DIST COURT TECH FD
864	DISTRICT CRT RECORDS TECH
865	MARINE DIVISION
866	ASAP - CONSTABLE
867	PORT SECURITY GRANT 2010
868	2008 PORT SECURITY
869	2009 PORT SECURITY
870	2009 PORT SECURITY ARRA
871	2011 PORT SECURITY
872	HAMSHIRE DUMP SITE HWY73
873	SHERIFF - COMMISSARY
874	2012 PORT SECURITY GRANT
875	2013 PORT SECURITY GRANT
876	SHERIFF-SPINDLETOP GRANT
877	2014 PORT SECURITY GRANT
878	SHERIFF SPINDLETOP MENTAL
879	GLO IKE ROUND 2
880	2015 PORT SECURITY GRANT
881	FY 2016 PORT SECURITY GRT
882	FY 2017 PORT SECURITY GRT
890	2015 PORT SECURITY GRANT
900	POOLED CASH FUND
911	JEFFCO INDUSTRIAL DEVCORP
913	JEFF CO NAV-BOND CONSTRUC
915	JEFF CO NAVI-DEBT SERVICE
931	DRAINAGE 3 - MAINTENANCE
933	DRAINAGE 3 -BOND CONSTRUC
935	DRAINAGE 3 - DEBT SERVICE
961	DRAINAGE 6 - MAINTENANCE
962	TAYLORS BAYOU BOND CONST
963	DRAINAGE 6-BOND CONSTRUCT
964	UPPER HILLEBRANDT BAYOU
965	DRAINAGE - 6 DEBT SERVICE
971	DRAINAGE 7 - MAINTENANCE
973	DRAINAGE 7-SEAWALL BOND C

NUMBER	DESCRIPTION
975	DRAINAGE - 7 DEBT SERVICE

ATTACHMENT #II - 3

JEFFERSON COUNTY, TEXAS

ACCOUNTING POLICIES AND PROCEDURES

The following is a comprehensive accounting policies and procedures manual for Jefferson County, Texas. The purpose of this document is to establish and communicate the standards used to maintain the official accounting records of the County.

TABLE OF CONTENTS

A. Accounting Introduction
B. Significant Accounting Policies
C. Sungard (H.T.E.) Government Systems Software
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I. Invoicing Process
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K. Capitalization Policy
L. Monthly Accounting Reports
M. Fiscal Year End Activities
N. Procedures for Petty Cash/Change Floats
O. Payroll
P. Budget Policies and Procedures
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R. Cash Advance Policies
S. Grant Cash Management Policy
T. Grant Interest Policy
U. Grant Expenditure Policy

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
ACCOUNTING INTRODUCTION

The accounts of the County are organized on the basis of budgetary units including various funds, departments, programs, and accounts, each of which is considered a separate accounting entity. Accounting for these budgetary units is described as fund accounting and is designed to demonstrate legal compliance and to aid in the financial management by segregating transactions of various County functions and activities. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures as appropriate. Government resources are allocated to, and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
SIGNIFICANT ACCOUNTING POLICIES

The County is a public corporation and a political subdivision of the State of Texas. The County is governed by Commissioners Court, composed of four County Commissioners and the County Judge, all of whom are elected officials.

The County provides a vast array of services, which include public safety, administration of justice, health and human services, recreation services, public improvements, and general administration.

The County uses funds and account groups to report its financial position and results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

A fund is a separate accounting entity with a set of self-balancing accounts. An account group, on the other hand, is a financial reporting mechanism designed to provide accountability for certain assets and liabilities that are not recorded in the funds because they do not directly affect net expendable available resources (General Fixed Assets and General Long-Term Debt). Funds are classified into three primary categories: **Governmental**, **Proprietary**, and **Fiduciary**. Each category, in turn, is further divided into separate fund types.

Governmental Funds are used to account for the majority of the County general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The General Fund is used to account for all activities of the County not accounted for in any other fund.

Proprietary Funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary and/or useful to sound financial management. Goods and services from such activities are provided either to the public (Enterprise Fund) or financed through charges to users or other departments or agencies primarily within the County (Internal Service Funds) on a cost reimbursement basis.

Fiduciary Funds are used to account for assets held on behalf of outsiders, including other governments, or other funds within the County. Agency funds are used to account for assets that the County holds on behalf of others as their agent.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e. revenues and other financing sources) and decreases (i.e. expenditures and other financing uses) in net current assets. All proprietary funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included on the balance sheet. Fund equity (i.e. net total assets) is segregated into contributed capital and retained earnings

components. Proprietary fund-type operating statements present increases (e.g. revenues) and decreases (e.g. expenses) in net total assets.

The basis of accounting is the method by which revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. The County uses the modified accrual basis of accounting in all governmental fund types and agency funds. Under this basis of accounting, revenues are recognized when they become measurable and available. Measurable means the amount of the transaction can be determined and available means collected within the current period or soon enough thereafter to be used to pay liabilities of the current period. Property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

Expenditures are recognized when the related fund liability is incurred, if measurable, except for expenditures for debt service, and other long-term obligations, which are recognized when paid. Those revenues susceptible to accrual are property taxes, franchise taxes, sales tax, licenses, interest revenue, and charges for services. Fines and permits are not susceptible to accrual because generally they are not measurable until received in cash.

The accrual basis of accounting is utilized by proprietary fund types. Under this method revenues are recorded when earned and expenses are recognized when they are incurred.

The County reports deferred revenues on its combined balance sheet. Deferred revenues arise when a potential revenue does not meet both the measurable and available criteria for recognition within the current period. In subsequent periods when both requirements for revenue recognition are met, the liability for deferred revenue is removed from the combined balance sheet and the revenue recognized.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
SUNGARD (H.T.E.) GOVERNMENT SYSTEMS SOFTWARE

Jefferson County uses a governmental software application developed by Sungard (H.T.E). to account for and maintain County funds and records. Several modules of the software application are used.

Sungard (H.T.E.)'s Integrated Accounting System (GMBA) provides a comprehensive fund accounting system that includes general ledger, budgeting, accounts payable, project and grant management, and financial reporting.

Sungard (H.T.E.)'s Payroll/Personnel software application offers flexible, accurate control over payroll accounting and employee personnel records. All information is maintained online, offering in-depth inquiry and reporting capabilities.

Sungard (THE)'s Purchasing/Inventory provides a full range of functions to serve as a central purchasing system. Purchasing/Inventory's requisition process enables departments forward detailed specifications to buyers to purchase items. Requisitions are sent through the approval stages that are specified.

Sungard (THE)'s Cash Receipts provides rapid, accurate control over all payment and deposit transactions. Cash Receipts can work independently or with other Sungard (THE) software applications as a centralized cash receiving system. When payments are posted, Cash Receipts distributes the payment information to the appropriate software application or directly to the general ledger. Transactions are stored online, offering immediate inquiry and reporting capabilities.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
ACCOUNT CODE STRUCTURE

The Sungard (H.T.E.) Government System identifies an account by means of an account number. The account number in the system is a 14 digit number (xxx-xxxx-xxx.xx-xx)

The first three digits in the account number refer to the fund to which an account belongs to. The following is a summarized list of funds and/or groups of funds:

110 –	Jury Fund
111 – 116	Road & Bridge Funds
120 -	General Fund
121 -	Library Fund
124 -	Mosquito Control Fund
200 – 299	Special Revenue Funds
300 – 399	Capital Projects Funds
400 – 499	Debt Service Funds
500 -	Airport Enterprise Fund
600 – 699	Internal Service Funds
700 – 799	Agency Funds
810 -	Payroll Fund
900 -	Pooled Cash Fund

The next four digits refer to the department/division within the fund that the account belongs to. A detail of department/division can be acquired from the Chart of Accounts.

The next three digits refer to the activity an account belongs to. The following is a summarized list of activities:

Cash -	106
Revenue – (Trial Balance Only)	199
Vouchers/Accounts payable -	201
Expenditures – (Trial Balance Only)	240
Fund balance -	253
Revenues	300 - 399
General Government	
Financial Administration	415
Judicial	412
Court Records	414
Building Maintenance	416
Other	419
Road & Bridge Precincts	431
Public Safety	
Jail	423
Probation Services	424

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
ACCOUNT CODE STRUCTURE (CONT.)

The next two digits refer to the element of an account. The following are the elements used by Jefferson County:

Salaries & Wages	10
Fringe Benefits	20
Materials & Supplies	30
Maintenance & Utilities	40
Miscellaneous Services	50
Capital Outlay	60
Debt Service	70

The last two digits refer to the object of an account. A detail listing of all object codes used by Jefferson County can be obtained from the Auditor's Office.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
TRANSACTION TYPES

Input into the H.T.E. Government System is categorized into five different transaction types. These transaction types are printed on detail reports to help identify the reason a transaction was processed. Transaction types used by Jefferson County are as follows:

Adjusting journal entries	AJ
Budget adjustments	BA
Fund transfer entries	TF
Encumbrance entries	EN
Accounts payable entries	AP
Cash Receipts	CR

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
RECEIPTS

All receipts are deposited with Wells Fargo Bank.

All cash collections are to be deposited. These funds are not to be disbursed since disbursements must be made in accordance with official budgetary procedures.

All checks should be endorsed as follows (a rubber stamp is acceptable):

For Deposit Only

When depositing funds, the Treasurer's Office uses a bank deposit ticket supplied by the depository bank, and also fills out a deposit warrant form that is later sent to the Auditor's Office for processing.

Deposits made after September 30 applicable to the fiscal year just ended should be recorded in the accounts as of September 30.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
ACCOUNTS PAYABLE

All disbursements for the County except payroll and wire transfers are to be processed through Accounts Payable in the Auditor's Office. Accounts Payable reviews all invoices, schedules payment and prepares checks to be issued by the County. Accounts Payable also processes requests to establish and replenish authorized Petty Cash funds. Accounts Payable is responsible for defining all vendors and individuals to be paid by the County in the County's financial systems.

The Accounts Payable procedures have been established to administer the County's policy covering County payments including handling and distribution of checks. Procedures are included for approval of vendor invoices. On payments against purchase orders, Accounts Payable will match the vendor's invoice to the Purchase Order and schedule payment.

Disbursements are made on original invoices received from vendors. Payments are not made based on statements from vendors. If the original invoice is not available, authorization from the Accounts Payable manager is necessary to pay the invoice off the copy. Invoices must be authorized by the department budget manager and/or department head before payment is made (with the exclusion of utilities, and other date sensitive billings).

The County's integrated financial system will automatically match vendor invoices to Purchase Orders entered into the financial systems. All invoices must reference the appropriate Purchase Order. It is the practice of the County to request vendors to send their invoices directly to the Auditor's Office. If the invoice is received directly by the ordering department, the department must forward the invoice immediately to the Auditor's Office for payment.

Upon receipt of the vendor invoice, Accounts Payable will enter the invoice data into the County's financial systems, match the document to the Purchase Order and if the invoice agrees with the Purchase Order, schedule payment to the vendor. Automated edits will occur during this processing. An accounts payable clerk reviews edits. Questions and errors will be resolved before payment is made.

The payment of an invoice against a Purchase Order and any adjustment to that payment will result in an entry to the accounting system. A Purchase Order results in the encumbrance of funds. The payment liquidates the encumbrance; all transactions will appear on the monthly Budget Report. Departments should review their monthly reports to ensure that the entries are for their department and the amounts are reasonable. The correction of errors noted from the issuance of the Purchase Order will be handled by the Purchasing Department. Errors made in the payment process will be handled by Accounts Payable. Errors in accounting will be handled by the Auditor's Office. Departments are responsible for identifying any errors and initiating corrective action within 30 days of the original transaction.

All checks issued by Accounts Payable are distributed through United States mail, unless otherwise requested. Accounts Payable will trace any delayed checks. When requesting a payment be traced, the following information should be provided to Accounts Payable: The date

of the Invoice and invoice number (or Purchase Order Number and Date), the vendor (or individual's) name and address, amount of the payment and Fund/Account/Center distribution.

Occasionally, there will be a need to stop payment on a check issued by the County. All requests to stop payment of checks, including payroll and refund checks must be submitted in writing. A Stop Payment Authorization form may be obtained from Accounts Payable.

Checks are printed once a week (Wednesday or Thursday) by MIS. This allows for efficiency within the disbursement function, and also maintains the prompt payment of invoices. MIS maintains physical control over the check stock. Unused checks are kept in a locked cabinet and locked closet with restricted access to the key.

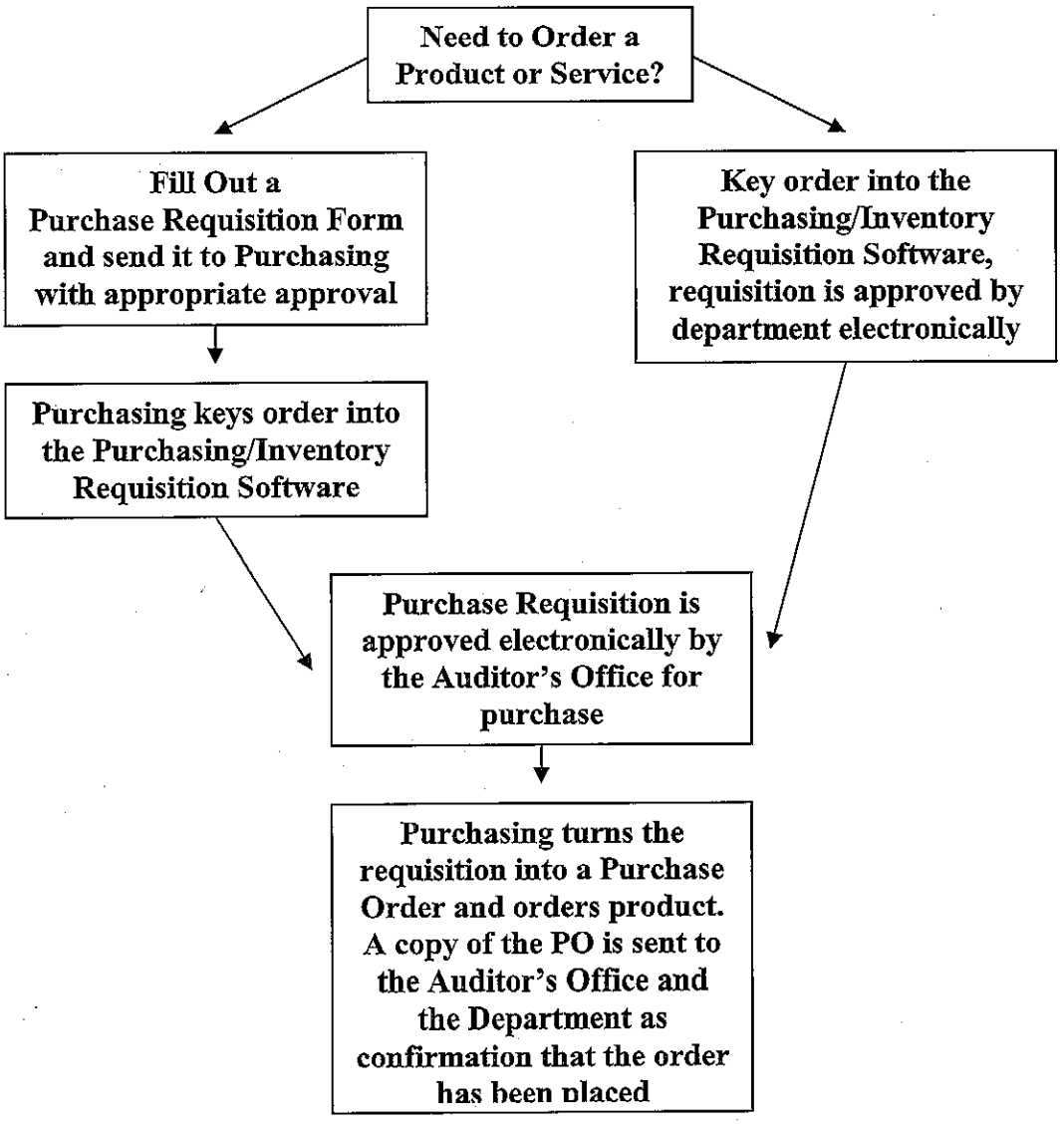
Checks are sent to the payee at the address on the invoice. If a check is to be delivered to someone other than the payee, a note containing special instructions must be attached to the invoice. If the checks are undeliverable or unidentified they should be returned to Auditing for cancellation.

A reconciliation of all outstanding Accounts Payable checks should be made every month. The reconciliation should include computer generated check and any check cancellations.

JEFFERSON COUNTY, TEXAS

ACCOUNTING POLICIES AND PROCEDURES

REQUISITION AND PURCHASING PROCESS



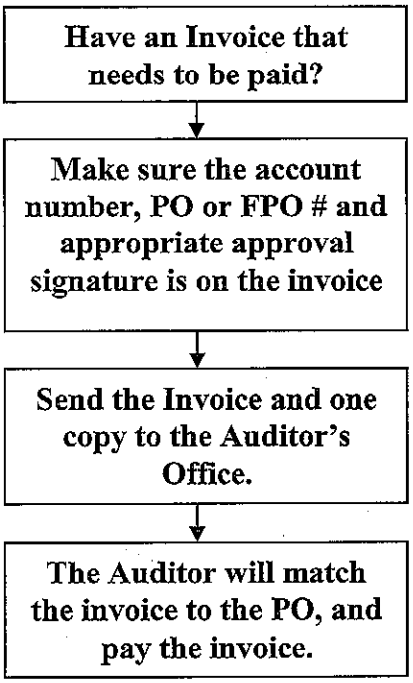
All purchases of products and services should go through the requisition process. Two exceptions apply: (1) utility payments and certain other time sensitive payments (these invoices will be paid directly by Accounts Payable from the invoice), and (2) emergency purchases, fuel, road materials, and small maintenance items (these can be put on a Field Purchase Order by calling the Purchasing Department).

Departments should make sure that purchase requisitions have the appropriate account code applied, and that the account has the funds available for the purchase. Departments should keep the copies of the Purchase Order sent to them by Purchasing to match with the invoice upon receipt. If product is not received within an appropriate time period the Department should contact the Purchasing Department with the Purchase Order number. Purchasing will then investigate the delay in delivery.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
REQUISITION AND PURCHASING PROCESS (CONT.)

The requisition process sets up encumbrances against the account that is coded on the requisition. At the time of requisition approval by the Auditor's Office, a pre-encumbrance is setup in the Purchasing System, and in the GMBA Accounting system. This shows the account balance less the impending purchase so departments know exacting how much funds they have in the account at anytime. When Purchasing turns the requisition into a Purchase Order, the pre-encumbrance is liquidated automatically, and an encumbrance is setup. Each day Accounting Reports are run by the Accounts Payable Manager in the Purchasing/Inventory System. The Accounting Reports send an Encumbrance (EN) batch to GMBA. This batch contains all the encumbrance activity of the day, and is edited and updated by the Accounting Manager on a daily basis. When an invoice is received and processed through the Purchasing System, an EN batch is sent to GMBA through the Accounting Reports process to liquidate the encumbrance.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
INVOICING PROCESS



Most invoices are sent directly to the Auditor's Office. The Auditor's Office will send the invoice out for approval to pay, and keep a copy on file. The department is responsible for making sure invoices are properly approved with a signature, that the PO or FPO number and account number are on the invoices, and that the invoice is returned to the Auditor's Office for payment. Accounts Payable processes invoices for payment on a weekly basis. All invoices must be turned into the Auditor's Office by Wednesday at noon in order for them to be paid by the following Monday.

Accounts Payable uses the Purchasing/Inventory software to process any invoices that have PO's or FPO's. The invoicing process will liquidate any encumbrance with an Encumbrance (EN) batch that was setup for the purchase, and create an Accounts Payable (AP) batch. These batches are sent to GMBA once a day on the completion of the Accounting Reports. Any invoices (i.e. utilities and other time sensitive items) that have not gone through the purchase requisition process and do not have a PO or FPO are keyed directly into the GMBA software as an AP batch. Once a week, all AP batches are edited for accuracy, and updated creating a check run.

Accounts Payable submits for checks once a week. Checks are printed by MIS. A duplicate check and the original check are processed as follows:

Duplicate checks are matched and attached to the original Invoice and other original support. As the documents are matched they are verified for correct vendor and other information. The duplicate checks and attached original support documentation are sent to Commissioners Court each Monday for final approval for payment. After Commissioners Court the duplicate checks are sent back to Accounts Payable, a numerical verification is performed,

INVOICING PROCESS (CONT.)

and the duplicates are then sent to the County Clerk for imaging. Accounts Payable receives microfilm of the checks from the County Clerk, and files the film by check number. Microfilm is kept for 5 years and then destroyed.

Original checks are received from MIS with the Treasurer's signature. The original checks are matched with the copies of the Invoices and the supporting information. After court approval, the original checks are sent to the Treasurer's Office, and mailed out to the vendor.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
VENDOR FILE MAINTENANCE

In order to make a payment, the entity you are trying to pay must have a vendor number on file. If you have checked the vendor file and determined there is not a vendor number on file, one must be added. In order to do so a W-9 with original signatures must be obtained from the vendor in question.

Who must complete a W-9?
The County is required to file 1099 Miscellaneous Income information with the Internal Revenue Service each year. In order to do this, the County needs a correct federal employer identification number (FEI) or Social Security Number (SSN) for each vendor. Form W-9 is used to gather this information. All vendors doing business with or providing a service to the County must complete and return an ***original*** W-9 to Accounts Payable.

Exception: The IRS will allow the County to accept a faxed copy of a W-9 as a substitute for an original, PROVIDED the top of the fax bears a fax imprint of the name AND fax number of the vendor.

Penalties and Backup Withholding
The IRS assesses penalties for each vendor the County fails to provide the proper information for. The amount of penalty ranges from $15 to $100 per vendor. The following is a list penalties can be given for:

- Incorrect FEI or SSN
- Missing FEI or SSN
- Incorrect or missing name (name must correspond to IRS records)
- Illegible forms

Failure of vendors to comply with W-9 requests could result in delay of payment and/or a withholding of 31%. Vendors are also subject to a 31% backup withholding if any of the following are true:

- Vendor does not supply a FEI or SSN
- The IRS has notified the County that the vendor has provided an incorrect FEI or SSN ("B" Notice)
- The IRS has notified the County that the vendor is subject to backup withholding ("C" Notice)
- Vendor has completed the W-9 FEI with "applied for" status but does not provide the new FEI within 60 days.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
CAPITALIZATION POLICY

Introduction
Jefferson County Commissioners Court recognizes the need to maintain adequate control over all of the government's resources, including capital assets, to minimize the risk of loss or misuse.

Rule of Law
Jefferson County shall follow the guidelines established by the Government Finance Officers Association (GFOA) and by the Governmental Accounting Standards Board (GASB-34).

Definitions
Capital assets or fixed assets are defined by the GFOA as "assets that are used in operations and that have initial lives extending beyond a single reporting period. Capital assets may be either tangible (i.e. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible (i.e. easements, water rights.)."

Infrastructure assets are defined by GASB-34 as "long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets and include roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems."

Capitalization Threshold of Assets
The GFOA has several recommendations for establishing capitalization thresholds for tangible capital-type items. Capital assets shall be land, buildings (and the improvements thereto that materially increase their value or useful life), and any article of tangible personal property having an original purchase price of $10,000 or more, including the purchase price and any other charges incurred to place the asset in its intended location and condition for use, and having an estimated useful life of at least two years following the date of acquisition. Capitalization thresholds shall be applied to individual fixed assets rather than to groups of fixed assets (i.e. desks, tables).

Purchase of Assets
The Jefferson County Commissioners Court must authorize the purchase of all capital assets. The purchase must adhere to the procedures established in the County's Purchasing Policy. If possible, budget planning should anticipate fixed asset additions.

Maintenance of Assets
Capital assets must be properly maintained to minimize the risk of loss or misuse. All fixed assets must be insured at the appropriate monetary level under the County's insurance policy. Maintenance agreements will be required, if applicable to the asset, after warranties expire. The Purchasing Office will conduct an annual inventory of all fixed assets on the County books.

Disposal of Assets
Removal of a fixed asset from the books will require the approval of Commissioners Court. The Court must declare an asset to be salvage or must approve the sale or trade-in of the asset.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
MONTHLY ACCOUNTING REPORTS

Each month a Detailed Budget Analysis and a Salary Detail Budget Analysis is sent to each department that is budgeted as "County Funds". These reports are sent to provide information to the department head and/or budget manager of the department about their departments budget position at the time of the reporting.

Each month Financial Statements are prepared and sent to Commissioners Court.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
FISCAL YEAR END CLOSE

The fiscal year ends on September 30 and all obligations should be liquidated by the end of the fiscal year.

Voucher registers for September should cover payments for all invoices for which goods have been received, all payrolls and all other obligations which are in order for liquidation during the fiscal year being closed.

It is not permissible to liquidate obligations due in one fiscal year out of the appropriations made for a preceding or a following fiscal year.

The Auditor's office will keep the general ledger open until all September business is properly closed out.

A year end activity schedule should be developed as early as possible for the year end closing. This schedule should include, but not be limited to:

Specific deadlines for accepting data such as purchase requisitions, purchase orders, and invoices.

Description of year end activities.

Department or person responsible for each activity.

This activity schedule should be coordinated with the Auditor's Office staff, and distributed to all appropriate departments.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
PROCEDURES FOR PETTY CASH/CHANGE FLOATS

Jefferson County departments that have a large number of ongoing minor expenses, establishing and using a Petty Cash/Change Float is more efficient than issuing a large number of small checks. Petty Cash/Change Float are to be used in those situations where there are nominal/small charges that cannot be processed in a timely manner through the normal purchasing process.

The Auditor's Office strongly recommends that all Petty Cash/Change Float monies be kept to a minimum and be stored in a secure location.

It is the responsibility of the custodian of the fund and the department head to administer these funds in accordance with the relevant policies and procedures. Petty cash requests require evidence of what was purchased (an original invoice or receipt) and evidence that payment was made.

The fund should be counted and reconciled by the fund custodian regularly. Internal petty cash counts may be requested by the Auditor's Office at any time. When a petty cash fund is counted by an auditor, the fund custodian must be present.

Petty Cash funds should not be commingled with any other funds such as other petty cash/change funds or private/personal funds.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
PAYROLL
Payroll Policies and Procedures

- Introduction
- Payroll Systems Overview
- Departmental Responsibilities
- Paychecks, Direct Deposit Notices and Earning/Benefit Statements
- Direct Deposit Authorization
- Tax Withholding
- Garnishments and Debt Payments
- Bi-weekly Procedures

Introduction

The Payroll Department is responsible for the timely and accurate payment of salaries and wages and tax withholdings for all County employees. Payroll ensures that the payroll transactions comply with generally accepted accounting principles and that all transactions are correctly posted to the general ledger. Specific responsibilities include:

- Issuing earning/benefit statements to accompany paychecks and direct deposit vouchers;
- Withholding proper taxes and establishing authorized deductions;
- Collecting and disbursing garnishments, tax liens, and child support;
- Issuing W-2's;
- Calculating and depositing all taxes;
- Administering the County's Payroll, Time Reporting and Check/Deposit Voucher Systems;
- Scheduling, monitoring and auditing system schedules and jobs related to payroll functions;
- Reconciling federal and state taxes to the County's General Ledger System;
- Preparation of State Unemployment reports;
- Issuing W-2's
- Distribution of detailed labor and accrual reports to departments;
- Tracking retirement contributions and calculating employees' maximum pretax contributions;
- Maintaining the Payroll/Personnel System.

Payroll has developed procedures to assist departments in understanding their payroll and fiscal responsibilities. Included is an overview of County systems related to payroll matters, including H.T.E.'s Payroll system, which includes payroll processing, time reporting, check printing and the reporting of payroll data in the financial systems. All County paychecks and direct deposit vouchers contain a statement reporting pay period and year-to-date earnings, deductions and benefit information. Explanations of the data reported on the earning statement are covered in these procedures. Also included are policies for check distribution, recovery of overpayments, requesting stop payments and reissuing checks and

correction of errors. Employees may have their pay directly deposited to their financial institutions. These procedures include instructions for establishing and changing direct deposit requests.

All employees are required to complete tax withholding forms. Withholding allowances determine how much tax is withheld from an employee's paycheck. Information on obtaining tax withholding certificates and for requesting changes in withholdings is contained in these procedures.

Payroll Systems Overview

The County's Payroll System supports human resource administration including employment, compensation and employment records and benefits. The system also supports payroll processing, including the collection of employees' time, calculation of gross income and net pay, validation of earnings, and the calculation of overtime defined by FLSA (Fair Labor Standards Act) requirements. The system generates the data for preparing paychecks and direct deposit vouchers.

Basic functions of the Payroll System, including position control, time reporting, benefits and deductions, labor distributions, payroll calculations, preparation of paychecks and direct deposit vouchers and posting payroll journals to the ledger are outlined below.

Position Control and Budgeting:

The Auditor's Office uses the Payroll System's position control function to define and maintain all positions and position characteristics as well as all regular and premium earnings, fringe benefits, and position labor distributions.

Payroll Interface to Chart of Accounts:

The Auditor's Office also maintains the Chart of Accounts, including defining codes for funds and activity and for translation to the General Ledger.

Biographical and Demographic Data:

Payroll enters biographic and demographic data for individuals, and make the data available for applicant and employee records.

Employee File:

Human Resources completes the hiring process and creates an employee file Status Change Form. The applicant's Status Change Form is used to enter the applicant into the Payroll system. Payroll defines and maintains leave eligibility, leave balances and review information. Biographic and demographic data is updated as necessary.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
PAYROLL (CONT.)

Job Records:

Payroll establishes job records using position and employee information. The employee's work history is recorded in the Status History file of the Payroll System.

Benefits and Deductions:

Risk Management and the Human Resources departments define and maintain employee and retiree benefit plans. Associated payroll deductions are established. The Risk Management Department is responsible for maintaining and notifying the Payroll Department of any changes in benefit- related deductions (health insurance, flex-fund, life and disability insurance). Payroll is responsible for payroll-related deductions (federal and local taxes, FICA and medicare, garnishments, union dues and United Way contributions).

Labor Distributions:

Labor distributions are defined on the position record and default to the job record where the labor entries may be overwritten. Labor entries on the job record may likewise be overwritten when hours are reported to Payroll for processing. Because bi-weekly time and attendance is processed through the Payroll System, all labor distributions defined in Time Reporting will overwrite the distributions on the job and position record for the current pay period.

Job Status History:

Job History data is automatically created and maintained. Job history records job-related employee information including: employee class, status, grade, and salary/wage information.

Payroll Processing:

Payroll initiates the payroll process, copies employee records and creates a file ready to process hours, salaries and deductions.

Payroll System Interface to Time Reporting (time and attendance data):

Departments can electronically submit time and attendance through the Time Reporting System or manually submit time sheets to the Payroll department. Payroll reviews data transmitted by the many reporting offices to insure all departments have transmitted time and the files are reasonable.

Pay History:

A complete history of all pay calculations and adjustments is maintained for use in compliance with federal, state and local tax requirements.

Payroll Proof and Validation:

Payroll schedules system processes to proof and validate entries, and calculate all earnings and deductions.

Payroll System Interface to Check Management (check and direct deposit data):

Once the payroll calculation is complete, Payroll authorizes the processing of checks and direct deposits and processes a direct deposit file and a direct deposit report of deposit information to transmit to the banks. Payroll also runs processes to create the check and direct deposit files to print of checks.

Payroll System Interface to the General Ledger System:

Payroll updates the payroll files, moving current totals to year-to-date totals in the employee files, produces payroll and deduction registers and authorizes the financial process to update the General Ledger.

Departmental Responsibilities

Departmental Responsibilities

The County has an obligation to pay employees for services performed during the pay period on the established payday. Accurate and timely reporting of an employee's time and attendance is the direct responsibility of the employee's immediate supervisor. This responsibility includes the following:

Being familiar with the County's policies which govern hours worked, overtime pay, compensatory time, sick leave and holiday pay defined in Section 10 of *The Jefferson County Personnel Policies/Practices and Procedures Manual.*

Applying the County's Personnel Policies uniformly and consistently.

Informing employees of departmental rules and practices relating to time and attendance.

Assuring that employees comply with County and departmental policies and practices.

Ensuring that all required hiring documents are prepared accurately and timely for all new employees. Verifying that employee data is reflected in the County systems so that the employee's time can be entered on the first day of work.

Reviewing pay reports regularly and correcting any errors or missed entries on a timely basis.

Assuring that accrued annual and sick leave is properly recorded and maintained on the employees' leave records.

Transmitting accurate Pay Reports to Payroll before the established deadlines.

Reviewing labor and budget performance reports promptly. County policy requires departments to review their fiscal reports for accuracy and to correct any accounting errors in a timely manner.

Departments should separate the duties of time reporting, preparing personnel documents and picking up payroll checks.

Departments must act to protect the confidentiality of payroll data contained on labor and other payroll reports.

Undelivered paychecks and direct deposit vouchers must be adequately secured by storing them in a locked and secure file, desk, cabinet, etc.

Paychecks, Direct Deposit Vouchers and Earning/Benefit Statements

General Information
Paychecks and Direct Deposit Vouchers are distributed based on the department code defined in the Payroll System. The department number will appear directly below the employee's name on the paycheck.

Payroll issues a payroll schedule each fall shortly after Commissioners Court distributes the Holiday schedule. The payroll schedule provides the deadlines for submitting time and attendance records and the pay dates for the fiscal year. Generally, in pay periods without a holiday employees are paid every other Friday. There is a two week lag in the pay cycle.

Departmental Check Pickup
A designated employee picks up paychecks from the Treasurers Office.

The designated employee safeguards any undelivered checks by storing them in a locked and secure file, desk, cabinet, etc.

Early Pickup of Checks
Departments may pick up payroll checks from the Treasurers Office after 2 p.m. on the day before the pay date.

Outstanding Payroll Checks
The Treasurer's Office monitors checks that have been issued, but not presented for payment. If a payroll check has not been cashed within 90 days of the issue date, damaged or misplaced, you must notify Payroll so that a Stop Payment can be placed on the original check and a replacement check can be issued. A replacement check will be issued within 24-48 hours after placing the Stop Payment.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
PAYROLL (CONT.)

Earning/Benefit Statement (Paycheck stub)
All County paychecks and direct deposit notices include information related to pay period and year-to-date earnings and deductions. The information below defines the data provided in each block of the Earning/Benefit Statement.

HOURS AND EARNINGS:
Current pay period and year-to-date hours and earnings are reported by earning type. The Hours and Earnings section of the statement

PRETAX ITEMS:
Pretax items represent deduction/withholding items not subject to tax and are subtracted from the actual gross pay to determine the taxable gross earnings. Examples of pretax items include applicable retirement and health insurance deductions/withholdings.

NONCASH TAXABLE BENEFITS:
These items are included in the taxable gross earnings but not in the net pay amount. An example is the value of group term life insurance premiums over $50,000.

TAXES
These items represent employee withholding/deductions such as FICA (old age and Medicare), federal and state taxes.

AFTERTAX DEDUCTIONS:
These items represent deductions taken that do **NOT** affect the taxable gross earnings. Deductions for credit union deposits, United Way contributions, and child support are included under this heading.

OTHER INFORMATION:

The statement also contains the following information:

- Social Security Number and Name of Employee
- Check Pay Date, and Pay Period Dates
- Accrual information on Vacation, Sick Leave, Compensatory Time, and Personal Leave

Direct Deposit Authorization

Direct Deposit Authorization
The County offers direct deposit of net pay to any financial institution in the United States. With direct deposit, an employee may have a fixed amount deposited to a checking or savings account. Direct deposit assures that employees' paychecks are in their checking or savings accounts on payday even if they are sick or on vacation. All employees of the County are eligible for direct deposit.

Each payday, employees who have elected direct deposit will receive a Notification of Direct Deposit, along with an Earning and Benefit Statement. **Any paychecks issued as a result of a payroll adjustment will always be issued to the employee as a check.**

To arrange for direct deposit, employees simply complete and sign a Direct Deposit Authorization form and attach a voided check. The form may be obtained from Payroll Services. Once the authorization is received by Payroll Services, it may take one pay cycle to become active. A separate authorization form is required for each account designated to receive a direct deposit.

Tax Withholding

General Information
All employees are responsible for completing the proper tax forms and for notifying the County promptly of any changes in their tax status (i.e. changes in residence, changes in withholdings, etc.).

Tax Forms
All employees must complete a W-4, *Employee Withholding Certificate* to establish the amount of tax to be withheld. Withholding allowances determine how much income tax is withheld from each paycheck. Employees may obtain these forms from Payroll Services

Changing Tax Information
If an employee wants to change the current number of exemptions, a new W-4, *Employee Withholding Certificate* must be completed and returned to Payroll Services. During the year, an employee may change the number of withholdings by submitting a new W-4. Payroll Services will enter the change into the Payroll System. The change will be reflected in the first or second payroll check following the request, depending on the timing of the request during Payroll System's processing cycle.

Exemption From Withholding

Claiming Exemption From Withholding

Employees who meet IRS guidelines may claim exemption from income tax withholding. Information on claiming exemption from withholding can be found on the tax forms. By claiming this exempt status, no federal or state taxes will be withheld.

Mandatory Renewal of Exemption From Withholding

Exemption from withholding expires at the end of the calendar year. Each calendar year, employees must file new tax forms to claim the exempt status in order to maintain the exempt status for the upcoming year. If an employee's exempt status is not renewed, the County must begin withholding income taxes at the single and zero (0) exemption rate.

Garnishments and Debt Payments

General Information

A garnishment is a levy against an employee's wages, salary or other income. A garnishment is usually mandated by the court system and requires the employer to deduct a certain amount from the employee's wages and issue a check to the garnishor. Payroll Services will notify an employee of a debt withholding concerning a garnishment, tax lien, bankruptcy, or wage assignment. The employees should also receive prior notification of a debt collection by the issuing court or authorized agency.

Garnishment

A garnishment summons is issued by a General District Court on behalf of a creditor to recover a legal debt owed by an employee. The County is legally bound to withhold or garnish an employee's wages as instructed by the court. Payroll Services will continue to garnish wages until either the entire amount is satisfied, the due date on the garnishment summons is reached, or the garnishment is released by the court by written notification. Payroll Services will remit the withheld garnishment amounts to the appropriate court on behalf of the employee.

Bankruptcies

A bankruptcy decree is issued by a United States Bankruptcy Court on behalf of an employee to prevent further voluntary or involuntary debt collections.

Chapter 7 Bankruptcy:

Generally, a Chapter 7 Bankruptcy decree accompanied by an Order Staying Levy or Garnishment stays any existing or future garnishments or liens against an employee's wages for a specific time period.

Garnishment or tax levy funds withheld by the County following the bankruptcy petition date are remitted to the employee. Debt funds withheld before the petition date that have not been remitted will be remitted according to the Bankruptcy Court's instructions.

Chapter 13 Bankruptcy:

A Chapter 13 Bankruptcy decree accompanied by an Order Staying Levy or Garnishment stays any existing or future garnishment or lien against an employee's wages until release.

Debt funds held by the County are remitted to an appointed trustee as instructed by the Bankruptcy Court. Additionally, Payroll Services may be ordered to withhold a specified amount from an employee's paycheck for a specific time period and remit the funds to the trustee.

Tax Liens
Tax liens are issued by the IRS and state tax departments to recover delinquent taxes, penalties, and interest charges.

Federal Tax Levy
The County is required, by law, to withhold wages for an IRS tax levy based on the number of exemptions claimed by an employee. Payroll Services will notify an employee of a federal levy and the need to complete the Statement of Personal Exemptions portion of the levy document. Payroll Services will start to withhold at the maximum rate if the exemption statement is not completed. Payroll Services will continue to withhold for a federal tax levy until it is released by written notification from the IRS or an Order Staying Levy or Garnishment from a bankruptcy court.

Wage Assignments
A wage assignment is a voluntary withholding of a specific amount of wages between an employee and a creditor to satisfy a debt payment. Wage assignments most frequently are payments to the Department of Social Services for child support payments. Payroll Services will withhold a specific dollar amount each pay period to satisfy the wage assignment agreement and remit the amounts as they are withheld.

Bi-Weekly Procedures

General Information
A time document is turned in by all employees within each department. From these, a time sheet is prepared and approved by the department payroll contact for each employee.

Approved time sheets are received by the Payroll Department by the close of the third business day after the time cutoff. Each department payroll contact includes a batch totals worksheet for all time sheets submitted. The Payroll Department will begin to key and reconcile all time sheets on a departmental basis, except for departments that key their own time and payroll reconciles to submitted batch totals. This process takes several days to complete.

After all time sheets are entered and reconciled in the HTE Payroll Module software, the payroll checks are submitted for printing by the Payroll Department. The checks and the direct deposit

PAYROLL (CONT.)

vouchers are printed by MIS. Physical control over the check stock is maintained by MIS. Unused checks are kept in a locked cabinet and locked closet with restricted access to the key.

The payroll checks are then taken to the County Treasurer's Office by MIS where they are signed via a check signing stamp machine. The Treasurer's Office has possession and security of the check signing plate and uses it to sign all computer checks. The County Auditor and the Treasurer have facsimile signatures on this plate. The payroll checks and direct deposit vouchers are distributed to all departments by the Treasurer's Office.

The Payroll/Personnel module accumulates the payroll distribution data in a batch journal entry and passes it to the general ledger. This is put in a holding file and reviewed by the Accounting Manager who makes any posting error corrections. After approval by the Accounting Manager the entry is posted to the general ledger.

The County Treasurer's Office reconciles the payroll back account monthly and keeps the bank statements on file along with the canceled checks.

A "cover" check is cut on the operating account after each payroll for the net payroll balance and sent to the Treasurer's Office for signature. The check is deposited by the Treasure's Office in the payroll account.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
BUDGET POLICIES & PROCEDURES

The overall goal of the County's budget policy and procedures are to establish and maintain effective management of the County's financial resources. Formal policy statements and major objectives provide the foundation for achieving this goal. Accordingly, this section outlines the policies and procedures used in guiding the preparation and management of the County's overall budget and the major objectives to be accomplished.

The County follows the policies below in establishing the budget.

- The budget will be prepared in such a manner as to facilitate its understanding by citizens of the County, elected officials and employees.

- Financial information systems will be maintained to monitor operations of the County on an ongoing basis. Also, the accounting and financial reporting systems will be maintained in compliance with current generally accepted accounting principles.

- The budget will be structurally balanced; all recurring expenditures will be supported by recurring revenues.

- All County positions will be fully funded in the budget. All classification changes will be approved during Budget Hearings.

- The Auditor's Office will review all departmental budgets to identify possible increases or reductions, and will analyze all budget requests in detail.

- The budget will provide for adequate maintenance of capital, infrastructure, and equipment and for their logical replacement. No "carryover" capital outlay will be budgeted unless specifically approved by Commissioners' Court during the current year's budget hearings.

- The County will continue to adhere to a healthy financial reserve position. Expenditures budgeted will not exceed the budgeted revenues and existing reserves.

- Long-term debt will not be issued to finance current operations.

- The County will establish an appropriate mix of general fund transfers, state grant funds, and general obligation debt in the funding of capital projects.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
BUDGET POLICIES & PROCEDURES (CONT.)

The County follows the procedures below in establishing the budget.

- ⌘ Jefferson County's fiscal year begins on October 1st each year and ends on September 30th. The budget process for each upcoming fiscal year begins in May with the preparation of Budget Workpapers, which are distributed, to all County Departments. Each department is asked to project their financial requirements for the upcoming year. The Budget Workpapers are a guide for initial budget requests.

- ⌘ Departmental annual budget requests are then submitted by the Department or Agency Head to the County Auditor in June. The County Auditor compiles the initial requests, and in July, budget hearings are held for each department. Commissioners' Court, which includes the County Judge and the four County Commissioners, oversee the Budget Hearings. These hearings give Department Heads the opportunity to discuss with Commissioners' Court any changes in their budget, and items that are a priority. The public is invited to attend all budget hearings, which are posted according to the Open Meetings Act.

- ⌘ In conjunction with compiling departmental budget requests, the County Auditor prepares an estimate of available resources in each fund for the upcoming fiscal year. Expenditures budgeted in the various funds may not exceed the fund balances as of the first day of the fiscal year plus the anticipated revenue for the year as estimated by the County Auditor.

- ⌘ In August, the County Auditor prepares the proposed annual operating budget to be presented to the Commissioners Court for their consideration. The budget represents the financial plan for the new fiscal year. Public hearings are held on the proposed budget.

- ⌘ The Commissioners' Court must adopt an annual operating budget by a majority vote of the Commissioners' Court before October 1. The adopted budget must be balanced; that is, available resources must be sufficient to support annual appropriations. Accountability is then required for operations to remain within available resources.

- ⌘ The department is the legal level of budgetary control. Total expenditures cannot exceed the final appropriation once the budget has been adopted. Commissioners' Court can amend the total appropriations for an individual fund. To comply with expenditure limitations, when one fund's total appropriation is increased, another fund's appropriation must be reduced by an equal amount. Commissioners' Court may also approve the transfer of appropriations within funds. All such amendments require Commissioners' Court approval.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
BUDGET POLICIES & PROCEDURES (CONT.)

- The County uses funds to report its financial position and results of its operations. Funds for budget purposes are classified as Governmental and Fiduciary. Governmental Funds are used to account for the majority of the County's general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The General Fund is used to account for all activities of the County not accounted for in any other fund. Proprietary Funds are used to account for activities similar to those found in the private sector (Enterprise Funds), where the determination of net income is necessary and/or useful to sound financial management.

- Annual budgets are legally adopted for the General Fund, Debt Service Fund and the Enterprise Fund. Budgets for Special Revenue Funds are established pursuant to statute guidelines, and budgets for Capital Projects are established on a project basis.

- All transactions affecting the acquisition and disposition of anything of value by the County are recorded in detail in the accounting system adopted by the Jefferson County Auditor.

- The budgets of general government type funds (i.e. General Fund and Special Revenue Funds) are prepared on a modified accrual basis. Briefly, this means that obligations of the County are budgeted as expenditures, but revenues are recognized only when they are measurable and available.

- Proprietary fund types (i.e. Enterprise Funds) for budget purposes utilize the accrual basis of accounting. Under this method revenues are recorded when earned and expenses are recognized when they are incurred.

- Encumbrance accounting is used for all funds. Encumbrance accounting means that an estimated cost is recorded on the books at the time of an order of goods and services so that all obligations are booked. When the actual cost is known, it is booked, and the encumbrance is reversed. All encumbrances lapse at year-end for all budgeted funds.

- The Comprehensive Annual Financial Report (CAFR) shows the status of the County's finances on the basis of "generally accepted accounting principles" (GAAP). Budgets are prepared on a basis consistent with GAAP.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
BUDGET POLICIES & PROCEDURES (CONT.)

The County follows the procedures below in making amendments to the budget.

- ⌘ Budget amendments are initiated by the departments seeking extra funding. The department should send the request for the budget amendment in writing to the Auditor's Office. The request should detail the amount of the amendment, and reasoning behind the request.

- ⌘ The Auditor's Office will review the request for reasonableness, and either put the request on the agenda for court approval or deny the request.

- ⌘ Budget amendments must be approved by Commissioners Court.

- ⌘ After approval, amendments are keyed into the GMBA system with a Budget Amendment (BA) batch by the Accounts Payable manager. The batch will be edited and updated thus releasing the funds.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
TRAVEL POLICIES AND PROCEDURES

The Travel Policy and Procedures are now included in the Personnel Policy Manual. Please refer to section 17 at the following site: http://co.jefferson.tx.us/employ/PersonnelPolicies.htm

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES

CASH ADVANCE POLICIES

The Cash Advance Policies are now included in the Personnel Policy Manual. Please refer to section 18 at the following site: http://co.jefferson.tx.us/employ/PersonnelPolicies.htm

GRANT CASH MANAGEMENT POLICY

CASH MANAGEMENT. Jefferson County has implemented the following procedures to minimize the time elapsing between the transfer of funds from the grantor agency and disbursement by Jefferson County.

1. In an effort to minimize the time lapse between the transfer of funds from the grant sources and the disbursement of said funds by Jefferson County and subgrantees, requests for funds are to be made as close as possible to the time of making related disbursements. Jefferson County requires the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable the county to prepare complete and accurate cash transactions reports to the awarding agency.
2. Jefferson County will monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as applied to advances to the grantees.

GRANT INTEREST POLICY

INTEREST EARNED ON GRANT ADVANCES. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), or otherwise dictated by grant documentation, Jefferson County and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to the granting agency. Jefferson County or subgrantee may keep interest amounts up to $100 per year for administrative expenses.

GRANT EXPENDITURE POLICY

POLICY: Jefferson County, Texas will assure grant expenditures are allowable, necessary and reasonable in the operation of the grant organization except in unusual circumstances or exceptions to the listed characteristics in the Uniform Grant Management Standards.

PROCEDURE GUIDELINES:

To determine the allowable cost, the following criteria should be met:

a. Be necessary and reasonable for proper and efficient performance and administration of Federal or state awards;
b. Be allocable to Federal and state awards;
c. Be authorized and not prohibited under State or local laws or regulations;
d. Conform to any limitations or exclusions set forth in Federal or state laws, meet terms and conditions of the Federal or state award, or other governing regulations as to types or amounts of cost items;
e. Be consistent with policies, regulations and procedures that apply uniformly to both Federal or state awards and other activities of the governmental unit;
f. Be accorded consistent treatment. A cost may not be assigned to a Federal or state award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal or state award as an indirect cost;
g. Except as otherwise provided, be determined in accordance with generally accepted accounting principles;
h. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal or state award in either the current or a prior period, except as specifically provided by law or regulation;
i. Be the net of all applicable credits;
j. Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills, and other documentation that verifies the expenditure amount and appropriateness to the grant.

A cost is reasonable, if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. To determine reasonableness of a given cost, consideration shall be given to:

a. Whether the cost is a type generally recognized as ordinary and necessary for the operation of the grant award;
b. The restraints or requirements imposed by such factors as: sound business practices; arms length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the award;
c. Market prices for comparable goods or services;

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
GRANT EXPENDITURE POLICY (CONT.)

d. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the organization, the public at large, and the state or federal government;
e. Significant deviations from the established practices of the organization which may unjustifiably increase the award cost.

Allocable Costs:

a. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with the relative benefits received.
b. All activities which benefit the organization's indirect cost, including unallowable activities and services donated to the organization by third parties, will receive an appropriate allocation of indirect costs. For example, the fair market value of volunteer services contributed to a project need to be included in the allocation. Unallowable cost have to be included to ensure that the organization does not pay a disproportionate share of project costs by having such cost "backed out" prior to allocating cost among funding sources.
c. Any cost allocable to a particular award or cost objective may not be charged to other federal or state awards to overcome deficiencies, to avoid restrictions imposed by law or terms of the award, or for other reasons. However, this prohibition would not preclude the organization from shifting costs that are allowable under two or more awards in accordance with existing program agreements.
d. Where accumulation of indirect costs will ultimately result in charges to an award, a cost allocation plan will be required.

Applicable Credits:

a. Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to award as direct or indirect costs. Examples of such transactions are: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the organization relate to allowable costs, they shall be credited to the award as a cost reduction or cash refund, as appropriate.
b. In some instances, the amounts received from awards to finance activities or service operations or the organization should be treated as applicable credits.

Grant Sub Recipient/Sub Grantee Monitoring

When the County acts as Grantee, the County will

(1) Ensure that every subgrant agreement includes a provision for compliance by the subgrantee with the specific grant program requirements,

(2) Ensure that subgrantees are aware of requirements imposed upon them by Federal/State statutes and regulations.

(3) Monitor subgrant supported activities to assure compliance with applicable Federal/State requirements and that performance goals are being achieved. Subgrantee monitoring must cover each program, function or activity.

SECTION II: INTERNAL CONTROLS - ATTACHMENT #II – QUESTION 6 – RECEIVE CASH LISTING:

ADULT PROBATION/COMMUNITY SUPERVISION

Beaumont Office

Sandra McIntyre	Cashier
Susan Abshire	Receptionist
Marla Richard	Bookkeeper
Brenda Walden	Bookkeeper
Jennifer Gomez	Intake Clerk (back up)
Loretta Havard	Intake Clerk (back up)
Aiesha Jones	Group Reporting/Intake Clerk (back up)
Shannen Shapiro	Administrative Assistant (back up)
Brenda Davis	Administrative Assistant (back up)
Peggy Harrison	Supervisor
Pam Stewart	Data Control Manager
Shalon Marks	CSO (back up)
Sherry Sterling	Administrative Assistant (back up)
Kimberley Valdez	Administrative Assistant/Benefit Cord.
Jerry Johnson	Director
Donna Kountz	Assistant Director

Port Arthur Office

Patrice Minard	Cashier
Kashunda Richard	Receptionist
Kim Cooper	Cashier (back up)

WOMEN'S CENTER STAFF WHO MAY HANDLE CASH

Name:	Position:
Kimberly Atkins	Program Director
Ericka Boudreaux	Residential Monitor
Ella Brouchet	Residential Monitor
Theresa Carrier	Residential Monitor
Shemeka Collier	Residential Monitor

Mary Darby	Employment Specialist
Erica Deal	Residential Monitor
Sharon Eli	Residential Monitor
Pamela Fulton	Residential Monitor II
Constance Gregory	Residential Monitor
Debra Hoose	Bookkeeper
Lashanda Johnson	Residential Monitor
Elizabeth Moore	Residential Monitor
Latasha Richardson	Residential Monitor
Isabella Stewart	Residential Monitor
Kristin Thibeaux	Administrative Assistant
Patricia Williams	Residential Monitor

All staff may potentially handle cash in the Women's Center. Cash in the facility consists of tips, cashed paychecks, personal money brought in by friends or family members, petty cash and work expense. Staff who handle cash daily are the Residential Monitors who take the cash at the front desk, the secretary who prepares the deposit and the Bookkeeper who rechecks the deposit. The Secretary is the custodian of the petty cash and the Bookkeeper is the custodian of Work Expense. Cash may be handled 24 hours a day, seven days a week.

Attachment# II-25

Purchase order numbers are assigned sequentially by the computer system.

ATTACHMENT #II – 26:

Supporting records are kept and filed in check number order monthly. A copy of the check is attached to the original documentation when processed for payment. Cancelled check copies are obtained via bank internet site, CD, or stored files sent to the county by the banking institution. Purchase orders and Field Purchase orders must be entered, approved, and attached or electronically entered before payment is processed. All check copies and supporting payment documentation is also imaged and electronically stored within the Jefferson County computer network.

ATTACHMENT #II – 31 - SECURITY COMMENTS

Access to main courthouse is controlled at main entrance with a security system and scanners. All other courthouse access is limited to only Jefferson County employees with issued key access cards. The Auditor's Office is staffed with a receptionist on duty at the front desk from 8:00 a.m. until 5:00 p.m. The Auditor's Office is locked after hours to prevent access to and safeguard records. Confidential records are properly stored in file cabinets and cannot be accessed unless approval is given during working hours after notification from the receptionist at the front desk.

ATTACHMENT II - 33

DUE DATE: _____

NAME: _____ PAY PERIOD: _____

	( )			( )	
	( )			( )	
	( )			( )	
	( )			( )	
	( )			( )	
	( )			( )	
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	( )			( )	N/A
	( )			( )	
	( )			( )	
			TOTALS:	( )	-
				( )	-
				( )	-
				( )	-
				( )	-
					-

RG - REGULAR HOURS
CE - COMPTIME EARNED
CT - COMPTIME TAKEN
HL - HOLIDAY
IL - INJURY LEAVE
VT - VACATION
ST - SICK
DF - DEATH IN FAMILY
PL - PERSONAL LEAVE
LW - LEAVE WITHOUT PAY

SIGNED: _____

JEFFERSON COUNTY, TEXAS
TRAVEL EXPENDITURE CLAIM FORM

Traveler's Name: _____ **Department:** _____

REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICIAL BUSINESS:

Date	Description of Items (Include Only Such Items For Which Receipts Are Attached)	Lodging		Meals		Transportation		Miscellaneous	
	*Attach Cash Advance								
Subtotals		$		$		$		$	
Total Travel								$	
Less: Cash Advance								$	
Amount Due To (Payable From) Traveler								$	

Purpose of Travel: _____

_____

Place of Departure: _____ **Destination:** _____

Time of Departure and Date: _____ **Time of Return and Date:** _____

Department: _____ **Expenditure Account #** _____

The undersigned hereby certifies that expenditures as listed hereof were incurred while on official County business only, and that such items were actually paid by him/her in cash and he/she has not received reimbursement thereof or for any part thereof **(if Travel Cash Advance was received, a copy of such cash advance is attached).**

Traveler's Signature: _____ **Date:** _____ **Title:** _____

Department Head/Designee Authorization for Reimbursement

Signature: _____ **Date:** _____ **Title:** _____

ATTACHMENT II - 38

P-0007

JEFFERSON COUNTY
MILEAGE STATEMENT PRIVATE VEHICLE

NAME _____ TITLE _____

ADDRESS _____

DEPARTMENT _____ APPROVED BY _____

DATE	SPEEDOMETER READING BEGINNING	ENDING	MILES TRAVELED COUNTY	PERSONAL	PURPOSE OF TRIP COURT, DOCKET NOS. DESTINATION, ETC.

JEFFERSON COUNTY PURCHASING DEPARTMENT

INVENTORY CONTROL FORM
NEW INVENTORY RECEIVED

Date: _____

Department: _____

Contact Person: _____

Phone: _____

Fax: _____

Extension No.: _____

Description of Property	PO #	Invoice #	Asset Value	Serial Number	Asset #

ATTACHMENT #II - 42

08/13/14 11:13:26 Assets for Cost Exceding $5,000.00 and Controlled Assets PAGE 1
(Status: A=Active only)
(Query: FA100APPUR)

ITEM LOC	LOCATION DESC	ASSET NO.	IMPROV NUMBER	STATUS	PURCHASE DATE	DISPOSAL DATE	ITEM DESC
	TYPE SERIAL NUMBER LINE1		PURCHASE COST				

bonds, refunding bonds, or other indentures for the purpose of existing revenue bonds, or to an encumbrance that did not exist on the date the lease or agreement was executed.

(b) A lease under this subchapter must specifically provide that the real property subject to the lease is not encumbered or mortgaged by the lease or by any agreement executed in connection with the lease.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.104. Lending Credit

A county executing a lease under this subchapter may not in any way lend its credit to an individual or a private corporation or association in connection with the lease.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.105. Conditions of Lease

(a) A lease under this subchapter may initially be effective for the term of a mortgage covering the construction of the hotel and related facilities. The lease may provide to the parties constructing, owning, or operating the hotel or related facilities an option to renew the lease.

(b) The lease must be made on a competitive bid. Consideration for the lease may not be less than the fair market lease value of the property and air rights being leased.

(c) The parties to the lease mutually shall determine the other conditions of the lease.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.106. Sale

(a) The commissioners court of a county may sell land owned by the county and the air rights above the land to an individual or a private corporation or association if:

(1) all existing revenue bond obligations encumbering the land have been fully discharged as to bondholders;

(2) a hotel has been built on the land in conjunction with an existing convention center and the hotel has been operated continuously for at least five years from its inception;

(3) the parties to an existing lease of land mutually agree to the sale of the land and the air rights; and

(4) the county receives an amount for the land and air rights that is fair under the market conditions existing at the time of the sale.

(b) The commissioners court may impose deed restrictions or reverters to preserve the use of the land for a purpose consistent with the construction, expansion, ownership, and operation of a hotel and related facilities in conjunction with a convention center.

(c) A sale of land under this subchapter may include land appurtenant to the land on which the hotel or related facilities have been built.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.107. Expenditure of Tax Funds

In an agreement authorized by this subchapter, the commissioners court of a county may spend tax funds consistent with state law but must limit each commitment or expenditure of tax funds associated with the agreement to an amount available from current revenues of the county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

§ 263.151. Definitions

In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(b), eff. Aug. 28, 1989.

§ 263.152. Disposition

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not neces-

sary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, § 2, Acts 2003, 78th Leg., ch. 345, § 3.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, § 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, § 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, § 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, § 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, §§ 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, §§ 1, 3, eff. June 18, 2003; Acts 2007, 80th Leg., ch. 1233, § 2, eff. June 15, 2007; Acts 2009, 81st Leg., ch. 87, § 1, eff. Sept. 1, 2009.

§ 263.153. Notice

(a) The commissioners court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the county.

(b) The notice must be published on or after the 30th day but before the 10th day before the date of the sale.

(c) A county that contracts with an auctioneer licensed under Chapter 1802, Occupations Code, who uses an Internet auction site offering online bidding through the Internet to sell surplus or salvage property under this subchapter having an estimated value of not more than $500 shall satisfy the notice requirement under this section by posting the property on the site for at least 10 days unless the property is sold before the 10th day.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 2009, 81st Leg., ch. 1150, § 1, eff. June 19, 2009.

§ 263.154. Rejection of Offer

The commissioners court or its designated representative conducting the sale may reject any offer to purchase surplus or salvage property if the court or representative finds the rejection to be in the best interests of the county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.155. Record

(a) The commissioners court shall keep a record of each item of surplus or salvage property sold and the sale price of each item.

(b) The commissioners court shall keep for each year, a record of each item of surplus or salvage property destroyed or otherwise disposed of.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(c), eff. Aug.

JEFFERSON COUNTY PURCHASING DEPARTMENT

AUCTION OF SURPLUS PROPERTY

Date: _____

Department: _____

Contact Person: _____

Phone: _____

Fax: _____

Department Head Approval: _____

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property

ATTACHMENT #II - 44

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: _____

Department: _____

Contact Person: _____

Phone: _____

Fax: _____

Department Head Approval: _____

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property

PURCHASING DEPARTMENT

TRANSMITTAL FORM

MOVABLE PROPERTY SURPLUS/TRANSFER REQUEST FORM

(Use a Separate Form for Different Dispositions)

1. The following department requests transmittal of property as described.

Department Name: _____ Date: _____

Approved by: _____ Phone: _____ Fax: _____

Requested disposition:

- ☐ Transfer items to Purchasing Department Property Control.
- ☐ Transfer tagged property to Department.

Note: If property has already been moved, completion of #3 below is required.

Property No.	Description of Property	Location	Condition

Forward this form to Purchasing when section above is complete.

2. MIS Department approval (for computer and computer-related equipment)

- ☐ Equipment is usable for another department.
- ☐ Equipment is usable for parts.
- ☐ Equipment is unusable or obsolete.

Forward this form to Purchasing when section above is complete.

3. Disposition by Purchasing

- ☐ Surplus.
- ☐ To be transferred to another department as indicated.
- ☐ Scrap.

Authorized by Purchasing Dept. _____ Date _____

4. Maintenance Department Action

Item(s) moved by: _____ Date _____

5. Receiving Department Action

Received by: _____ Date _____

Forward this form to Purchasing when section above is complete.

ATTACHMENT #II – 48:
Written policy distributed to all CPS staff via email from DFPS Contract Manager. Includes instructions for completing "Request for Assistance" form, verification of Title IV-E eligibility, and submission of receipts for purchases made.

ATTACHMENT #II – 51
CPS caseworker or DFPS/CPS liaison emails Request for Assistance to Melanie Banta, Billing Clerk. Mrs. Banta prepares check according to details on request form (payee, purpose, etc.) and mails or holds for pickup (per instructions on request form).

ATTACHMENT #II – 52
Original documentation maintained by Mrs. Banta includes the request form, original receipts/invoices, cancelled checks, bank statements, Title IV-E eligibility report, copy of billings submitted, and any other related documentation.

ATTACHMENT #II – 56
Only allowable expenses indicated on the billing worksheets are billed. If any questions regarding allowability, Mrs. Banta requests clarification from DFPS Contract Manager.

ATTACHMENT #II – 57
Statement received from the treasurer of The Jefferson County Child Welfare Board attached with this completed form. All raised or donated funds used as certified match for the County Title IV-E Voucher are unrestricted funds.

ATTACHMENT #II – 58
Request form submitted by CPS caseworker indicates eligibility of child. In preparing the billing, Mrs. Banta, Billing Clerk, reviews Title IV-E eligibility report provided by DFPS Contract Manager to verify eligibility of each child billed.

9-5-2018
SPOKE TO MELANIE BANTA 10:58 AM
SPOKE TO JOAN SHEEHAN 11:28AM
SPOKE TO SHARI PULLIAM 11:45 AM
UNABLE TO SPEAK TO CHARLES LOUWERSE SR.
ALL ANSWERS FROM QUESTIONS SENT VIA EMAIL IN 2013 ARE THE SAME. (SEE ATTACHED EMAILS)
Harry Schoppe

ATTACHMENT #II - 57

Mr. Schoppe,

1. The funds raised come from individuals, businesses, and jury fees donated by jurors.

2. These monies are unrestricted funds used for certified matches on items that the kids need and the state doesn't pay for.

3. We don't receive any federal grant money or FGC money.

4. I maintain the books for the Jefferson County Child Welfare Board but I am not authorized to sign the checks.

If you have any questions please contact me at (409) 721-5223. Thank you for your time and help.

Sincerely,

Melanie Banta
Treasurer – Jefferson County Child Welfare Board

Harry Schoppe

From: Conner,Julia B (DFPS) [Julia.Conner@dfps.state.tx.us]
Sent: Wednesday, January 30, 2013 2:00 PM
To: Harry Schoppe
Subject: RE: Internal Control Questions and Practices
This will work! Thanks, Harry. ☺

From: Gulf Coast Specialties [mailto:gulfcoastspec@att.net]
Sent: Wednesday, January 30, 2013 1:56 PM
To: 'Joan Sheehan (Jefferson President)'; Pulliam,Shari M (DFPS); 'Melanie Banta'; Harry Schoppe
Cc: Conner,Julia B (DFPS)
Subject: Re: Internal Control Questions and Practices

Harry,

Charlie Louwerse and I (Melanie Banta) both have answered the following questions for you.

--- On **Wed, 1/30/13, Harry Schoppe <*hschoppe@co.jefferson.tx.us*>** wrote:

> From: Harry Schoppe <hschoppe@co.jefferson.tx.us>
> Subject: Internal Control Questions and Practices
> To: "'Joan Sheehan (Jefferson President)'" <jsheehan@iasishealthcare.com>, "'Pulliam,Shari M (DFPS)'" <Shari.Pulliam@dfps.state.tx.us>, "Melanie Banta" <gulfcoastspec@att.net>, "'Melanie Banta'" <melaniebanta@att.net>
> Cc: "Julia Conner" <JULIA.CONNER@dfps.state.tx.us>
> Date: Wednesday, January 30, 2013, 11:51 AM
>
> Joan, Shari , Charlie, and Melanie,
>
> DFPS has sent Jefferson County an updated Internal Control Structure Questionnaire (ICSQ) to complete and return to Julia Conner . I need your help in answering three of the internal control questions and practices.

The question is about the checks and the checkbook used to pay the expenses for the CPS children and Child Welfare Board.

Does anyone make any check payable to CASH? Charlie - NO / Melanie - NO

Does anyone ever remove a blank check from the checkbook? Charlie - NO / Melanie - NO

Does anyone ever sign a blank check and give it to someone for an expense before a receipt, expense amount, and paperwork is provided? Charlie - NO / Melanie - NO

Are there any written procedures concerning the two questions above?

If all of you would please respond via email promptly, I/we would appreciate it. The completed and signed ICSQ must be in the mail by Monday, February 4th. If you have any questions please call and/or email me.

Thanks for your help and time.

Respectfully Submitted,

Harry Schoppe, Financial Analyst

Jefferson County Auditor's Office

409-835-8500

409-839-2369 Fax

Email: hschoppe@co.jefferson.tx.us

Harry Schoppe

From: Gulf Coast Specialties [gulfcoastspec@att.net]
Sent: Wednesday, January 30, 2013 1:56 PM
To: 'Joan Sheehan (Jefferson President)'; Shari M (DFPS)"Pulliam; 'Melanie Banta'; Harry Schoppe
Cc: Julia Conner
Subject: Re: Internal Control Questions and Practices

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Cc: "Julia Conner" <JULIA.CONNER@dfps.state.tx.us>
Date: Wednesday, January 30, 2013, 11:51 AM

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Harry Schoppe, Financial Analyst

Jefferson County Auditor's Office

409-835-8500

409-839-2369 Fax

Email: hschoppe@co.jefferson.tx.us

Harry Schoppe

From: Joan Sheehan [JSheehan@iasishealthcare.com]
Sent: Wednesday, January 30, 2013 1:39 PM
To: Harry Schoppe
Subject: Re: Internal Control Questions and Practices

The answer to all the questions is "no". We do not have a procedure that speaks specifically to the check writing in regards to the questions asked. Is that something that may be requested of us? Let me know and we can ammend our by-laws to those specific areas if the County sees fit. Thanks, js

Joan Sheehan, LMSW, CCM
Director, Social Services
The Medical Center of Southeast Texas
phone: 853-5762
pager: 723-2389

NOTICE: This email may contain PRIVILEGED and CONFIDENTIAL information and is intended only for the use of the specific individual(s) to which it is addressed. It may contain Protected Health Information that is privileged and confidential. Protected Health Information may be used or disclosed in accordance with law and you may be subject to penalties under law for improper use or further disclosure of the Protected Health Information in this email. If you are not an intended recipient of this email, you are hereby notified that any unauthorized use, dissemination or copying of this email or the information contained in it or attached to it is strictly prohibited. If you have received this email in error, please delete it and immediately notify the person named above by reply email. Thank you.

-----"Harry Schoppe" <hschoppe@co.jefferson.tx.us> wrote: -----
To: "'Joan Sheehan \(Jefferson President\)'" <jsheehan@iasishealthcare.com>, "'Pulliam,Shari M \(DFPS\)'" <Shari.Pulliam@dfps.state.tx.us>, "Melanie Banta" <gulfcoastspec@att.net>, "'Melanie Banta'" <melaniebanta@att.net>
From: "Harry Schoppe" <hschoppe@co.jefferson.tx.us>
Date: 01/30/2013 11:51AM
Cc: "Julia Conner" <JULIA.CONNER@dfps.state.tx.us>
Subject: Internal Control Questions and Practices

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Email: hschoppe@co.jefferson.tx.us

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Sent: Wednesday, January 30, 2013 11:52 AM
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Harry Schoppe, Financial Analyst
Jefferson County Auditor's Office
409-835-8500
409-839-2369 Fax
Email: hschoppe@co.jefferson.tx.us

Harry Schoppe

From: Pulliam,Shari M (DFPS) [Shari.Pulliam@dfps.state.tx.us]
Sent: Wednesday, January 30, 2013 11:54 AM
To: Harry Schoppe; 'Joan Sheehan (Jefferson President)'; Melanie Banta; 'Melanie Banta'
Cc: Conner,Julia B (DFPS)
Subject: RE: Internal Control Questions and Practices

I have answered the questions below.

From: Harry Schoppe [mailto:hschoppe@co.jefferson.tx.us]
Sent: Wednesday, January 30, 2013 11:52 AM
To: 'Joan Sheehan (Jefferson President)'; Pulliam,Shari M (DFPS); Melanie Banta; 'Melanie Banta'
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Subject: Internal Control Questions and Practices

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Jefferson County Auditor's Office
409-835-8500
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Email: hschoppe@co.jefferson.tx.us

Texas Dept. of Family and Protective Services

Risk Analysis Questionnaire FY 2019

F502-Form 9105 July 2018

Legal Name of Contractor:	Jefferson County	Contract Number:	
Please provide the person's name, title, and number to contact for questions or if additional information is needed:	Contact Name & Title: Patrick Swain, County Auditor Contact Phone Number: 409-835-8500		

Active Contracts & Payment Types

1. Do you currently have other active contracts with DFPS or any other entity either within or outside of Texas [Federal, State (ISD, University), County, or Private Business]?

   Yes ☒ No ☐

   If yes, please provide the entity name, contract number(s), and indicate which of the following payment types is utilized for the contract:

Fixed Price	Fixed price is a deliverables-based payment type for a contract with a firm agreed-upon price for the delivery of goods and services.
Cost Reimbursement	Payment type that reimburses contractors for actual, allowable, reasonable, and necessary expenditures incurred up to an approved amount and within the associated cost categories in the approved budget and budget narrative.
Fee For Service	Contractor is paid a standard fee per unit of service. Typically, rates are either negotiated with the individual vendor and apply only to that vendor or there is a uniform rate that is paid to all vendors providing the service. This rate-based payment type is used when an independent rate setting process does not exist for the contracted service.
Rate-Set Payments	Contractor is paid a set rate per unit of service. A rate setting process where the rate is approved by the Health and Human Services Commission (HHSC) or another agency with rate setting authority. The resulting rate is applied to the purchase of specifically defined units of service.
Blended Foster Care Rate	The blended foster care rate is the HHSC-developed rate equal to the weighted average rate across all placement types that DFPS pays under a Single Source Continuum Contract for each day of service provided to a child or youth in paid foster care.
Blended Foster Care Case Rate	The blended foster care case rate is the rate paid under a Single Source Continuum Contract for each day of service provided to each child or youth as measured against an established length of stay baseline formulated by HHSC for each defined age category or "strata" of children/youth.
Exceptional Foster Care Rate	An exceptional foster care rate applies to a limited number of situations and/or days under a Single Source Continuum Contract where a child requires extraordinary care.
Day (24 hour)	Usually for residential services. This is the rate paid to the provider for each 24-hour period that a DFPS client is in a provider's care.
Other	Any other payment type not defined above.

Entity Name	Contract Number	Payment Type
Multiple CR, CR w/Match, Fixed Price, and Other;		
see Schedule of Expenditures of Federal Awards		

RAI Factor #1 – SCOR Mandated

Texas Dept. of Family and Protective Services

Risk Analysis Questionnaire FY 2019

F502-Form 9105 July 2018

Independent Audits

2. Is your business entity required to undergo an independent audit? ☒ Yes ☐ No

   If yes, please identify the authority requiring the audit: Texas Local Government Code, Section 114.025

3. How long has it been since your last independent audit (e.g., Annual Financial Statement audit, Compliance audit) was completed by an independent auditor, including other state/federal agencies such as the State Auditor's Office (SAO) or the Office of Inspector General (OIG)? (Note: Monitoring activities conducted by another state agency are not considered independent audits for this purpose.)

   ☒ Within 21 Months ☐ Within 22-34 Months ☐ 35 Months or More ☐ No Audit Completed Provide a copy of the most recent independent audit, if applicable.

   Additional Information:

RAI Factor #9

Related Party Transactions

4. Disclose the type of business transactions (compensated or not) that occur between your business entity and any related party. For purposes of this question, related party refers to:
   a) A family member (including blood, marriage, or adoption),
   b) A member of the Board of Directors,
   c) Stockholders with >5% Ownership,
   d) Key Employees Paid Separately for Other Responsibilities (e.g., consulting services, not direct employees),
   e) Parent/Subsidiaries, or
   f) Organizations Under Common Ownership or Control (excluding routine relationships for an LLC).

   Transactions include business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle) and/or obtaining a service (e.g., legal services, accounting services, banking services).

Non-Compensated Services	☐ Yes ☒ No
Compensated, Non-Recurring Goods, Services, or Labor	☐ Yes ☒ No
Compensated, Recurring Goods, Services or Labor	☐ Yes ☒ No
Compensated Goods, Services, or Labor w/ Uniform Rate Uniform, Set Rate that Applies to All Contracts for the Service	☐ Yes ☒ No
Compensated Consulting or Management Services	☐ Yes ☒ No
Compensated Building Leasing	☐ Yes ☒ No
Compensated Transportation	☐ Yes ☒ No
For-Profit Affiliated with Non-Profit	☐ Yes ☒ No
Owned/Operated by Same or Related Entity	☐ Yes ☒ No
Parent/Subsidiary Relationship	☐ Yes ☒ No

RAI Factor #8

Subcontractors

5. Indicate the percentage of work performed by subcontractors for the contracted service (as allowable by the contract).

   ☒ No Subcontractor Involvement

   ☐ Subcontractors Account for 50% or Less of Work Performed

   ☐ Subcontractors Account for More than 50% of Work Performed

RAI Factor #14

Texas Dept. of Family and Protective Services

Risk Analysis Questionnaire FY 2019

F502-Form 9105 July 2018

Key Management Staff

For purposes of this question, key management staff may include individuals with titles such as: Executive Director, President, Sole Proprietor, Comptroller, Chief Financial Officer, Manager, or Program Director.

6. Has there been a change in any key management staff at your business organization within the past two years?

☐ Yes ☒ No

If Yes, has the change been within the past 24 months? ☐ Yes ☐ No

7. Indicate whether or not key management staff have at least two years' worth of experience providing fiscal or programmatic components of the contracted service (even if not with the same business entity).

Fiscal components refer to the financial aspect of the contract.

Programmatic components refer to the service delivery side of the contract, such as ensuring that services are provided to clients, monitoring the quality of the service delivery, complying with the service provisions in the contract.

Executive Director, Sole Proprietor, President or Equivalent	☐ Less than 2 years with fiscal or programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal or programmatic components of federal and/or state contracted programs	☒ At least 2 years with fiscal and programmatic components of federal and/or state contracted programs
Accounting Director, Comptroller, Chief Financial Officer, Business Manager, etc.	☐ Less than 2 years with fiscal or programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal or programmatic components of federal and/or state contracted programs	☒ At least 2 years with fiscal and programmatic components of federal and/or state contracted programs
Program Director, Program Coordinator or Equivalent	☐ Less than 2 years with fiscal or programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal or programmatic components of federal and/or state contracted programs	☒ At least 2 years with fiscal and programmatic components of federal and/or state contracted programs

RAI Factor #16

Direct Delivery Staff

8. Has there been a significant change in direct delivery staff at your business organization within the preceding year?

☐ Yes ☒ No

9. Please indicate the average level of experience that direct delivery staff at your organization have in providing the contracted service.

☐ 0 - 23 months ☐ 24 - 59 months ☒ 60 or more months

RAI Factor #17

Texas Dept. of Family and Protective Services

Risk Analysis Questionnaire
FY 2019

F502-Form 9105
July 2018

Internal Controls

10. Does your business organization have any outstanding liabilities or litigations?

☐ Yes ☒ No

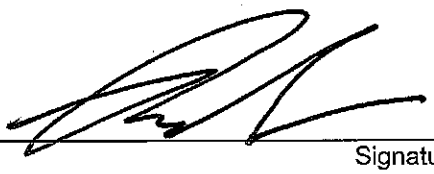
If Yes, Describe:

RAI Factor #7

CERTIFICATION

This form must be signed by an individual with documented signature authority, as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.



Signature

9/10/18
Date

Patrick Swain
Printed Name

County Auditor
Title

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2017

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Grantor's ID Number	Federal Expenditures	Pass Through Expenditures
FEDERAL PROGRAMS				
U. S. Department of Agriculture				
Passed through the Texas Department of Agriculture				
Summer Food Service Program	10.559	123-1007	$ 8,850	$ -
Total Passed through the Texas Department of Agriculture			8,850	-
Total U. S. Department of Agriculture			8,850	-
U. S. Department of Housing and Urban Development				
Passed through the Texas General Land Office				
Community Development Block Grant/States Program - Ike Round 2.2	14.228	DRS-220219	962,135	-
Total Passed through the Texas General Land Office			962,135	-
Passed through the Texas Department of Agriculture				
Cheek Step Sewer Improvement, Phase #5	14.228	TDCP-7216231	25,983	-
Total Passed through the Texas Department of Agriculture			25,983	-
Total U. S. Department of Housing and Urban Development			988,118	-
U.S. Department of the Interior				
Passed through the U.S. Fish and Wildlife Service				
Coastal Impact Assistance	15.668	F16AF00129	2,292,588	-
Total Passed through the U.S. Fish and Wildlife Service			2,292,588	-
U. S. Department of Justice				
Passed through the City of Beaumont				
Edward Byrne Memorial Formula Grant Program	16.579	2015DJBX1005	1,098	-
Edward Byrne Memorial Formula Grant Program	16.579	2016DJBX0729	18,312	-
Total Passed through the City of Beaumont			19,410	-
Passed through the Office of the Governor, Criminal Justice Division				
Crime Victim Assistance - Crime Victim's Clearinghouse	16.575	21032-07	93,203	-
Violence Against Women Formula Grants	16.588	13466-19	72,896	-
Violence Against Women Formula Grants	16.588	13466-20	9,313	-
Total Passed through the Office of the Governor, Criminal Justice Division			175,412	-
Direct Program				
State Criminal Alien Assistance Program (SCAAP)	16.606	2016APBX0262	4,368	-
Total Program 16.606			4,368	-
Total U. S. Department of Justice			199,190	-
U. S. Department of Transportation				
Construction of Taxiway D Reconstruction, Runway Safety Area Grading, RW 16/34 Rehabilitation, Design of Partial Reconstruction for RW 12/30, Taxiway E & F and and DBE/ACDBE Program Update	20.106	3-48-0018-030-2014	84,542	-
Reconstruct 1,000 feet of pavement from the 30 end of Runway 12-30	20.106	3-48-0018-031-2015	153,805	-
Design and Construction of Rehabilitation of Taxiway Delta (Phase III), Design Taxiway Delta (Phase IV), and Replacement of Rotating Beacon	20.106	3-48-0018-032-2016	2,040,757	-
Rehabilitate Taxiway Delta (Phase IV)	20.106	3-48-0018-033-2017	44,903	-
Total Passed through Federal Aviation Administration			2,324,007	-

COST REIMBURSEMENT

OTHER

COST REIMBURSEMENT

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2017

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Grantor's ID Number	Federal Expenditures	Pass Through Expenditures
U. S. Department of Transportation				
Passed through Texas Department of Transportation				
Selective Traffic Enforcement Program - Impaired Driver				
Mobilization	20.601	2017-Jefferson-S-IYG-0057	$ 28,956	$ -
Violent Offender Task Force	20.601	25302 - TFO	1,922	-
Total Passed through Texas Department of Transportation			30,878	-
Total U. S. Department of Transportation			2,354,885	-
U. S. Department of Health and Human Services				
Passed through the Office of Attorney General				
Title IV-D Fees - Constable	93.563	N/A	51,325	-
Title IV-D Fees - District Clerk	93.563	N/A	319,602	-
Title IV-D Fees - Child Support Customer Service	93.563	N/A	1,300	-
Total Passed through the Office of Attorney General			372,227	-
Passed through Texas Department of Family & Protective Services				
Foster Care - Title IV-E Child Welfare Services	93.658	23939002	28,387	-
Foster Care - Title IV-E Legal Services	93.658	23939003	58,658	-
Total Passed through Texas Department of Family & Protective Services			87,045	-
Total U. S. Department of Health and Human Services			459,272	-
U. S. Department of Homeland Security				
Passed through the Texas Division of Emergency Management				
Emergency Management Performance Grant	97.042	17TX-EMPG-0389	38,508	-
Total Passed through the Texas Division of Emergency Management			38,508	-
Direct Programs				
2015 Port Security Grant	97.116	EMW2015PU00143	33,499	-
2016 Port Security Grant	97.116	EMW2016PU00351	17,760	-
Total Direct Programs			51,259	-
Passed through the Office of the Governor, Criminal Justice Division				
Homeland Security Grant Program - 2016 LETPA	97.067	29593-02	36,333	-
Total Passed through the Office of the Governor, Criminal Justice Division			36,333	-
Total U. S. Department of Homeland Security			126,100	-
Total Expenditures of Federal Awards			$ 6,429,003	$ -

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2017

COST REIMBURSEMENT

State Grantor/Pass-through Grantor/ Program Title	Grantor's ID Number	State Expenditures	Pass Through Expenditures
STATE PROGRAMS			
Texas Department of Motor Vehicles			
Motor Vehicle Salvage/Theft Reduction Program	608-17-1230100	$ 78,206	$ -
Total Department of Motor Vehicles		78,206	-
Texas Department of Transportation			
Routine Airport Maintenance Grant	M1720BMPT	50,000	-
County Transportation Infrastructure Fund Grant	N/A	118,354	-
Total Department of Transportation		168,354	-
Texas Department of Criminal Justice			
Family Treatment Drug Court	1869010	51	-
Family Treatment Drug Court	1869011	35,830	-
Family Treatment Drug Court	1869012	3,389	-
Body-Worn Camera Program (BWC)	3037901	34,300	-
Drug Court	1604516	600	-
Total Department of Criminal Justice		74,170	-
Texas Indigent Defense Commission			
Indigent Defense Formula Grant FY 17	N/A	273,067	-
Total Indigent Defense Commission		273,067	-
Texas Commission on Law Enforcement			
Law Enforcement Officer Standards and Education	N/A	30,267	-
Total Texas Commission on Law Enforcement		30,267	-
Office of the Governor, Criminal Justice Division			
Juvenile Accountability Block Grants	28091-03	121,057	-
Total Office of the Governor, Criminal Justice Division		121,057	-
Texas Attorney General's Office			
Crime Victims Compensation Fund - Sexual Assault Exam	N/A	6,919	-
Total Texas Attorney General's Office		6,919	-
Texas Historical Commission			
Texas Historical Courthouse Preservation Program	CTH-JEFFERSON-08-2014	54,840	-
Total Texas Historical Commission		54,840	-
Total Expenditures of State Awards		$ 806,880	$ -
Total Expenditures of Federal and State Awards		$ 7,235,883	$ -

3. Other

COST REIMBURSEMENT

Texas Dept. of Family and Protective Services

Signature Authority Designation

Form 2031
September 2014

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Jefferson County

The Contractor may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with DFPS.

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the signature(s) below is a complete, true and correct representation of signature authority.

Jeff Branick	
Printed Name	Signature of Authorized Representative
County Judge	9/10/18
Title of Authorized Representative	Date
Jefferson County	
Legal Name of Contractor/Potential Contractor	Contract or Procurement Number

The Designated Signature Authority as referenced above has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Printed Name	Title	Function	Signature
Patrick Swain	County Auditor	Internal Control Structure Questionnaire and Title IV-E Billings	
Rhonda Brode	Internal Audit Manager	Internal Control Certification	Rhonda Brode

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DFPS in writing of any changes to the above list.

Jeff Branick, Jefferson County Judge	
Printed or Typed Name & Title of Contract Signatory	Signature

Texas Department of Family and Protective Services

Commissioner
H. L. Whitman, Jr.

August 29, 2018

Honorable Judge Jeff Branick
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

RE: Federal Fiscal Year (FFY) 2019 County Title IV-E Legal Services

Dear Honorable Judge Branick:

Your current County Title IV-E Child Welfare Services contract number 23939003 will end September 30, 2018. DFPS contracts for Title IV-E services for a seven (7) year period with automatic annual renewals. At the end of each seven year period new contracts are established. The establishment of a new contract results in a new contract number.

In order to continue reimbursing your county for Title IV-E expenses, a new contract must be established by reviewing, signing, and returning the following documents to me:

1. **2282GCLIVE, Contract for Title IV-E County Legal Services**
   - Print and sign page 3 of 3
2. **Form 2030CLIVE, Budget**
   - Print entire workbook, sign/date Summary Page (page 1)
   - The estimated budget was reviewed by Harry Schoppe, Financial Analyst, on July 24, 2018 and he indicated that no changes are needed at this time.
3. **Federal Assurances & Certifications**
   - Print form SF-424B (Federal Assurance) and sign/date page 2
   - Print form GG Lobbying (Certifications) and sign/date
4. **Form 4734, Federal Funding Accountability and Transparency Act (FFATA)**
   - Complete form, print and sign/date page 3
5. **Form 9007CIVE, Internal Control Structure Questionnaire (ICSQ)**
   - Complete electronically, print and sign last page, return with required attachments
6. **Form 9105, Risk Assessment Questionnaire (RAQ)**
   - Complete electronically, print and sign/date last page
7. **Form 2031, Signature Authority Designation**
   - Complete electronically, print and sign/date; if anyone identified to sign quarterly billing documents, ICSQ, etc., their signature is required as well.

The following forms are included for your review only; you do not need to sign or return:

1. **Attachment A: 4504 Statement of Work**
2. **Attachment C: 5645G Grant Uniform Terms & Conditions**
3. **Attachment D: 5622G Supplemental & Special Conditions**

Upon receipt of the signed documents, your contract will be routed for DFPS signature and a copy of the fully executed contract and all attachments will be returned to you for your records.

To ensure the contract is established by October 1, 2018, please submit all documents to me no later than September 14, 2018. You may return all documents electronically by email to deborah.driver@dfps.state.tx.us.

If you have any questions regarding the proper completion of the enclosed documents, please contact me by email or by phone at (936) 569-5343.

Respectfully,

Deborah Clausen Driver
CPS Regional Contract Manager

Enclosures: Contract Documents

CONTRACT NO. _____ N502 FORM-2282GCLIVE

AGENCY ID. 24723895 JUNE 2018

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT CONTRACT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and Jefferson County (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Contract for the Performing Agency to receive federal funds to increase the amount of legal staff and services available to process child welfare cases (Contract).

II. LEGAL AUTHORITY.

This Contract is entered under DFPS' statutory authority in Texas Human Resources Code Section 40.0566 and Texas Government Code Chapter 791.

III. CONTRACT TERM.

This Contract starts on October 1, 2018, and ends on September 30, 2025, and can be renewed, extended or terminated as provided for in this Contract.

IV. TOTAL AMOUNT OF THIS CONTRACT.

The total amount of this Contract will not exceed $687,842.05, which is comprised of an estimated amount of $98,263.15 for each federal fiscal year. All expenditures under this Contract will be in accordance with the Budget and Cost Allocation Plan, if applicable, (Attachment B) and paid as provided for in the Statement of Work (Attachment A) from DFPS' current revenues.

V. STATEMENT OF WORK.

The Grantee will perform the work and provide services as provided for in Attachment A (Statement of Work). All work and services provided under this Contract must be in accordance with all state, federal laws, rules and regulations.

VI. CONTRACT MANAGER.

The following will act as the Contract Managers authorized to administer activities and receive general correspondence under this Contract.

A. DFPS

DFPS will provide written notice of the assigned contract manager. All correspondence will be sent to:
CPS Regional Contracts
Address: P. O. Box 630050, Nacogdoches, TX 75963-0050
Email: julia.conner@dfps.state.tx.us

CONTRACT NO. _____ N502 FORM-2282GCLIVE
AGENCY ID. 24723895 JUNE 2018

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT CONTRACT

A. GRANTEE
Name: Jeff Branick
Title: County Judge
Address: 1149 Pearl Street, Beaumont, TX 77701
Phone: 409-835-8466
Email: jbranick@co.jefferson.tx.us

VII. LEGAL NOTICES.

Notice will be given to the following as provided in the Uniform Terms and Conditions.

A. DFPS
Audrey Carmical
General Counsel
P. O. Box 149030 MC E611
Austin, TX 78714-9030
Audrey.Carmical@dfps.state.tx.us

B. GRANTEE
Name: Jeff Branick
Title: County Judge
Address: 1149 Pearl Street, Beaumont, TX 77701
Phone: 409-835-8466

VIII. ATTACHMENTS.

The Parties agree to comply with following Attachments and that they are attached and incorporated as part of this Contract.

Attachment A – Statement of Work
Attachment B – Budget Form 2030 and Cost Allocation Plan, if applicable
Attachment C – Grant Uniform Terms & Conditions
Attachment D – Grant Supplemental & Special Conditions
Attachment E – Federal Assurances and Certifications

CONTRACT NO. _____ N502 FORM-2282GCLIVE
AGENCY ID. 24723895 JUNE 2018

DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT CONTRACT

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party.

DFPS

Kristene Blackstone
Associate Commissioner CPS

Date: _____

GRANTEE

Jeff Branick
County Judge

Date: 9/10/18

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

K909-Form 2030CLIVE
July 24, 2018

Summary

County:	**Jefferson**
Agency Account ID:	**24723895**
Budget Effective Date:	**10/1/2018-9/30/2019**

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	$286,223.87	$58,707.38	$227,516.49
A.2. Direct Personnel Fringe Benefits	$131,776.53	$27,028.68	$104,747.85
A.3. Direct Personnel Travel	$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies	$3,350.00	$687.12	$2,662.88
A.5. Direct Equipment	$4,100.00	$840.95	$3,259.05
A.6. Direct Other Costs	$24,150.00	$4,953.41	$19,196.59
Total Administration	*$449,600.40*	*$92,217.54*	*$357,382.86*
B. Training			
B.1. Title IV-E Training (75%)	$19,650.00	$6,045.62	$13,604.38
B.2. Title IV-E Fostering Connections Training (75%)	$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)	$0.00	$0.00	$0.00
Total Training	*$19,650.00*	*$6,045.62*	*$13,604.38*
C. Indirect Costs (if applicable)			
Total Indirect Costs	*$0.00*	*$0.00*	*$0.00*
Grand Total	**$469,250.40**	**$98,263.15**	**$370,987.24**

***Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year:** **41.022%**

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): **0.000%**

Contractor Certification

Signature

9/10/18
Date

Jeff R. Branick, County Judge
Printed Name & Title

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

Administration
A.1. Direct Personnel Salaries

County: Jefferson
Contract Number: 24723895
Budget Effective Date: 10/1/2018-9/30/2019

Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Chief Assistant District Attorney-Kin	$10,397.98	100%	12	$124,775.76	$25,592.76	$99,183.00
Assistant District Attorney-Nelson	$8,531.93	10%	12	$10,238.32	$2,099.98	$8,138.34
Assistant District Attorney-Ortego	$8,854.89	50%	12	$53,129.34	$10,897.36	$42,231.98
Senior Secretary-Jones	$3,918.41	10%	12	$4,702.09	$964.45	$3,737.65
Senior Secretary-Harrison	$3,976.19	100%	12	$47,714.28	$9,786.68	$37,927.60
Senior Secretary-Chance	$3,761.20	10%	12	$4,513.44	$925.75	$3,587.69
Senior Secretary-Albanese	$3,429.22	100%	12	$41,150.64	$8,440.41	$32,710.23
			Total Direct Personnel Salaries	$286,223.87	$58,707.38	$227,516.49

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

Administration A.2. Direct Personnel Fringe Benefits			
	County:	**Jefferson**	
	Contract Number:	**24723895**	
	Budget Effective Date:	**10/1/2018-9/30/2019**	
Type of Fringe Benefits	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Retirement	$53,409.38	$10,954.80	$42,454.58
FICA	$17,745.89	$3,639.86	$14,106.03
Medicare	$4,150.26	$851.26	$3,299.00
Health Insurance	$55,021.72	$11,285.50	$43,736.22
Life Insurance	$509.40	$104.48	$404.92
Dental Insurance	$939.88	$192.78	$747.10
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Fringe Benefits	$131,776.53	$27,028.68	$104,747.85

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

Administration A.3. Direct Personnel Travel			
	County:	Jefferson	
	Agency Account ID:	24723895	
	Budget Effective Date:	10/1/2018-9/30/2019	
Type of Travel Expense Note: only include travel NOT related to personnel training	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
None anticipated at this time		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Travel	$0.00	$0.00	$0.00

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

Administration A.4. Direct Materials and Supplies			
	County:	**Jefferson**	
	Agency Account ID:	**24723895**	
	Budget Effective Date:	**10/1/2018-9/30/2019**	
Materials and Supplies (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
White Mailing Envelopes	$1,000.00	$205.11	$794.89
Green 3" Pressboard Folders (90% IV-E Eligible)	$600.00	$123.07	$476.93
Ink Toner Cartridges for Printers (90% IV-E Eligible	$1,500.00	$307.67	$1,192.34
Sharpie Marks-A-Lot Pens	$40.00	$8.20	$31.80
Post-It Tabs	$150.00	$30.77	$119.23
Scotch Tape	$30.00	$6.15	$23.85
Pens	$30.00	$6.15	$23.85
Total Direct Materials and Supplies	$3,350.00	$687.12	$2,662.88

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

Administration
A.5. Direct Equipment

County: **Jefferson**

Contract Number: **24723895**

Budget Effective Date: **10/1/2018-9/30/2019**

Equipment (description)	**Method Used** (rent/lease/ purchase)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Computer Laser Jet Printer	Purchase	$1,200.00	$246.13	$953.87
Computer Monitor	Purchase	$400.00	$82.04	$317.96
Computer & Accessories with Softw	Purchase	$2,500.00	$512.78	$1,987.23
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
Total Direct Equipment		$4,100.00	$840.95	$3,259.05

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

Administration A.6. Direct Other Costs			
	County:	Jefferson	
	Agency Account ID:	24723895	
	Budget Effective Date:	10/1/2018-9/30/2019	
Other Costs (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Postage	$23,500.00	$4,820.09	$18,679.92
Software licenses	$650.00	$133.32	$516.68
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Other Costs	$24,150.00	$4,953.41	$19,196.59

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

B. Training

B.1. Title IV-E Training (75%)

County: Jefferson

Contract Number: 24723895

Budget Effective Date: 10/1/2018-9/30/2019

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
Crimes Against Children	$600.00	$2,000.00	$1,000.00	$1,200.00	$4,800.00	2	$9,600.00	$2,953.58	$6,646.42
TDCAA Conference Update (30% IV-E Eligible)	$400.00	$2,000.00	$650.00	$600.00	$3,650.00	2	$7,300.00	$2,245.95	$5,054.05
Texas Advanced Family Law Conference	$700.00	$1,000.00	$450.00	$600.00	$2,750.00	1	$2,750.00	$846.08	$1,903.92
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$19,650.00	$6,045.62	$13,604.38

*estimated amount allocable to Title IV-E

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.,
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

B. Training
B.2. Title IV-E Fostering Connections Training (75%)

County: Jefferson

Contract Number: 24723895

Budget Effective Date: 10/1/2018-9/30/2019

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

B. Training

B.3. Non-Title IV-E Training (50%)

County: Jefferson

Contract Number: 24723895

Budget Effective Date: 10/1/2018-9/30/2019

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

Budget Narrative

County:	**Jefferson**
Contract Number:	**24723895**
Budget Effective Date:	**10/1/2018-9/30/2019**

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.s

A. Administration

A.1. Direct Personnel Salaries

Chief Assistant District Attorney, Randi King: Ms. King is the chief prosecutor in the family law division. She represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. King provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee. She will certify CPS related time on a monthly basis.

Assistant District Attorney, John Nelson: Mr. Nelson represents the Texas Department of Family and protective services in cases filed in Jefferson County. Mr. Nelson provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 10% of his time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Assistant District Attorney, Robert Ortego: Mr. Ortego represents the Texas Department of Family and protective services in cases filed in Jefferson County. Mr. Ortego provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 50% of time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Beth Jones: Ms. Jones provides clerical assistance to Randi King and Grace Nichols, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Johanna Harrison: Ms. Harrison provides clerical assistance to Ms. King including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Chelsea Chance: Ms. Chance provides clerical assistance to Ms. King in addition to when Ms. Harrison including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Brittany Albanese: Ms. Albanese provides clerical assistance to Randi King and Michael Morgan, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

A.2. Direct Personnel Fringe Benefits

Fringe benefits consist of all non-salary items that are paid on behalf of employees by the county. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.
These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of:

- FICA at 6.20% of gross salary per month (all employees)
- Medicare at 1.45% of gross salary per month (all employees)
- Retirement at 18.66% of gross salary per month (all employees)
- Health insurance (per *pay period):
  - R. King, B. Jones – Family Coverage at $663.73
  - J. Harrison, C. Chance – Employee & Spouse Coverage at $594.12
  - B. Albanese – Employee & Child Coverage at $537.31
  - J. Nelson, R. Ortego - Single Coverage at $325.47

- Dental insurance at $9.51 per person per *pay period (all employees)
- Life insurance (varies according to age and gross salary) per *pay period:
  - B. Jones – estimated $3.49
  - J. Harrison – estimated $3.49
  - J. Nelson – estimated $7.21
  - R. Ortego – estimated $7.68
  - R. King – estimated $7.76
  - C. Chance – estimated $3.41
  - B. Albanese – estimated $3.10

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No other direct or indirect expenditures are contained in this budget.

A.3. Direct Personnel Travel

None anticipated at this time.

A.4. Direct Materials and Supplies

- Ink toner used for printing of CPS case documents and communications.
- Folders used to store and file documentation related to CPS cases.
- White envelopes used to send and receive documentation related to CPS cases.
- Sharpie Marks-a-Lot pens for case file paperwork and labeling case files.
- Post-It Tabs for separating documents in case files maintained.
- Scotch tape.
- Pens.

A.5. Direct Equipment

- Monitor to replace obsolete equipment.
- Printer to replace obsolete equipment.
- Computer with Software and Accessories to replace obsolete equipment. Used to prepare documents and send communications regarding CPS cases.

A.6. Direct Other Costs

- Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of $2,000 per month.
- Software licensing for computer software used to prepare legal documentation for CPS cases.
- Software licensing for computer anti-virus software used to protect all CPS computers.

B. Training

B.1. Title IV-E Training (75%)

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE

Two employees to attend Crimes Against Children conference. Two employees to attend the Texas District and County Attorneys Association Conference (TDCAA) update. One employee to attend the Texas Advanced Family Law Conference. Conference workshops are related to Title IV-E activities and pre-approval is requested from Federal Funds prior to attendance. Travel reimbursement will be made at current rates approved by Commissioners' Court for travel, per diem, and actual cost for lodging, not to exceed current Texas Comptroller rate plus taxes.

B.2. Title IV-E Fostering Connections Training (75%)

None anticipated at this time.

B.3. Non-Title IV-E Training (50%)

None anticipated at this time.

C. Indirect Costs (if applicable)

None anticipated at this time.

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[signature]	County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
Jefferson County	9/10/18

Standard Form 424B (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

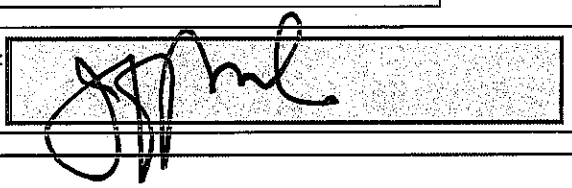
Jefferson County

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Jeff | Middle Name:

* Last Name: Branick | Suffix:

* Title: County Judge

* SIGNATURE:  * DATE: 9/10/18

TEXAS
Department of Family
and Protective Services

ANNUAL FFATA CERTIFICATION

N502 FORM-4734
JULY 2018

334

The Federal Funding Accountability and Transparency Act (FFATA) annual certification enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the subrecipient knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. *If the signatory cannot certify all of the statements contained in this section, signatory must provide written notice to DFPS detailing which of the below statements it cannot certify and why.*

Enter your organization's Dun & Bradstreet (D&B) DUNS Number: 010807535

Enter the parent DUNS Number, if applicable:

Did your organization have gross income, from all sources, of less than $300,000 in your previous tax year?

Yes ☐ No ☒ N/A ☐ (if entity does not generate income)

If your answer is Yes, skip Parts A, B, C, and D and complete Part E.
If your answer is No or N/A, complete Parts A and B.

Part A. Certification Regarding % of Annual Gross from Federal Awards

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year?

Yes ☐ No ☒

Part B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive $25 million or more in annual gross income from federal awards in the previous tax year?

Yes ☐ No ☒

If your answer is Yes to both A and B, you must complete Part C.
If your answer is No to either A or B, skip Part C and go to Part D.

Part C. Certification Regarding Public Access to Compensation Information

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐ N/A ☐ (if entity reports through some other means, state how:)

If your answer is Yes, skip Part D and complete Part E.
If your answer is No, you must provide compensation information to DFPS for FFATA reporting in Part D.
If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval. Skip Part D until requested by DFPS to supply compensation information and proceed to complete Part E.

Part D. Certification Regarding Executive Compensation

The Names and Total Compensation of the top five (5) executives if:

- More than 80% of annual gross revenues from the Federal government,
- Those revenues are greater than $25M annually, and
- Compensation information is not already available through reporting to the SEC.

Subrecipient Executive Names	Total Compensation

Part E. General FFATA Certification

As the duly authorized representative (Signatory) of the subrecipient named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Jeff R. Branick
Printed Name of Authorized Representative

Signature of Authorized Representative

County Judge
Title of Authorized Representative

9/10/18
Date

Jefferson County
Legal Name of Subrecipient

24723895
Agency Account ID Number

Beaumont, Jefferson
Principal Place of Performance (POP)
(City, County)

TX
State

77701-3631
9-Character Zip Code
(Zip +4)

14th
POP Congressional District

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

Contractor Name: Jefferson County

Fiscal Year: 2019 **Contract Number:** _____

Please refer to instructions at end of this questionnaire.

SECTION I: FINANCIAL POSITION

(This section should be answered about your organization as a whole.)

1.	Please indicate the accounting system in place (e.g., accrual, cash, or modified accrual). Modified Acccrual	
2.	Does your organization complete yearly financial statements (e.g., Balance Sheet, Income Statement, Cash Flow)? *If yes:* *a. Please list the name(s) of the person(s) responsible for preparing the annual financial statements:* The Auditor's Office *b. Please attach copy of your most current statements as **ATTACHMENT# I-2.*** The most recent Comprehensive Annual Report is posted on the Jefferson County website at www.co.jefferson.tx.us. Select "Auditor's Office" to view the annual financial statements. *If no, please provide any manual or automated information maintained regarding your current financial position as **ATTACHMENT #I-2.***	☒Yes ☐No
3.	Are your accounting and financial system operations audited at regular intervals by an independent auditor (Certified Public Accountant)? Note that this is not referring to compliance monitoring performed by State Contract Managers. If yes: a. Attach an original, bound audit report and management letter (if applicable) as provided by the independent auditor as **ATTACHMENT #I-3.** The most recent Comprehensive Annual Report, including the independent audit and single audit by Patillo, Brown & Hill, LLP, Certified Public Accountants is posted on the Jefferson County website at www.co.jefferson.tx.us. Select "Auditor's Office" to view these reports. b. Please indicate the frequency with which your accounting records are audited by an independent auditor. Annually - Changes every 3 years. Currently it's Whitley Penn, L.L.P. Certified Public Accountants c. Please describe how independent audit results are shared with the governing body of your organization.	☒Yes ☐No

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

	Annual audit and financial statements are received and filed in Commissioners' Court annually.	

SECTION II: INTERNAL CONTROLS

II. A. GENERAL/ACCOUNTING CONTROLS

(This section should be answered about your organization as a whole. When a question mentions "contracts," it is referring to any contract or grant you administer with funding received through DFPS or any other state or federal agency.)

1.	Has the county submitted a cost allocation plan to DFPS for review? *If no, please attach a description of your allocation process as **ATTACHMENT #II-1.***	☒Yes ☐No ☐N/A
2.	Please attach a list of all of your contracts with state agencies, including DFPS. For each contract, include: state agency name, type of service provided, contract number, dollar amount, and payment method (e.g., cost reimbursement, fee for service) as **ATTACHMENT #II-2.**	
3.	Does your organization maintain a separate ledger account for: a. Deposits for each source of funds? b. Disbursement of each source of funds? Please provide a copy of your chart of accounts, and a description of how your accounting system identifies contract revenues and expenditures separately as **ATTACHMENT #II-3.** A Chart of Accounts is provided. The detail is many pages and not provided. A copy of the Jefferson County, Texas Accounting Policies and Procedures is provided to identify contract revenues and expenditures separately. See Table of Contents F. - Receipts, G. - Accounts Payable, H. - Requisition and Purchasing, and I. - Invoicing.	☒Yes ☐No ☒Yes ☐No
4.	Are costs and expenditures under budgetary control for: a. Total contract budget? b. By budget category?	☒Yes ☐No ☒Yes ☐No
5.	Do all purchases require approval from an authorized individual in the requesting department?	☒Yes ☐No
6.	Indicate the name and title of individual(s) authorized to: **SEE SECTION II: INTERNAL CONTROLS - ATTACHMENT #II – QUESTION 6 - FOR ADDITIONAL RECEIVE CASH LISTING.**	

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

SIGN CHECKS OR AUTHORIZE PAYMENTS	APPROVE PURCHASES (INCLUDING ON-LINE AND CREDIT CARD)	PREPARE PAYMENTS (CHECKS AND ELECTRONIC FUND TRANSFERS)	RECONCILE ACCOUNTS (INTERNAL ACCOUNTS TO BANK RECORDS)	CONTROL INVENTORY	RECEIVE CASH
Name:Carolyn Guidry	Name:Rebekah Patin	Name:Mary Angelle	Name:Joleen Fregia	Name:Deb Clark	Name:Lisa Marks
Title:Jefferson County Clerk	Title:Financal Manager	Title:Financial Technician	Title:Chief Deputy County Treasurer	Title:Jefferson County Purchasing Agent	Title:Account Clerk Treasurer's Office
Name:Patrick Swain	Name:Rhonda Brode	Name:Charity Sears	Name:	Name:	Name:Joleen Fregia
Title:Jefferson County Auditor	Title:Financial Manager	Title:Financial Technician	Title:	Title:	Title:Chief Deputy County Treasurer
Name:Tim Funchess	Name:Fran Lee	Name:Joleen Fregia (EFT's)	Name:	Name:	Name:Tim Funchess
Title:Jefferson County Treasurer	Title:First Assistant Jefferson County Auditor	Title:Chief Deputy County Treasurer	Title:	Title:	Title:Jefferson County Treasurer
Name:	Name:Patrick Swain	Name:Tim Funchess (EFT's)	Name:	Name:	Name:
Title:	Title:Jefferson County Auditor	Title:Jefferson County Treasurer	Title:	Title:	Title:
Name:	Name:	Name:	Name:	Name:	Name:
Title:	Title:	Title:	Title:	Title:	Title:

7. Are all expenditures reconciled with your general ledger?
If no, please explain.
☒Yes ☐No

8. How often are bank accounts reconciled to internal check registers?
☒Monthly ☐Quarterly ☐Other (please specify)_____

9. Is your accounting system automated?
If no, please skip to Question #17.
☒Yes ☐No

10. Please describe how your accounting system is secured and/or protected (e.g. location, the use of passwords, access limits, checks and balances).
Passwords and Access Control through User ID setup.

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

11.	Please specify the name(s) and title(s) for the individuals with access to the accounting system to perform the following functions: Review Only: Auditor's Office, Purchasing Department, Treasurer's Office Record Transactions: Auditor's Office Update/Change: Update - Auditor's Office-Financial Managers, County Auditor & 1st Assistant / Change - Auditor's Office Delete: Once in the system, it cannot be deleted.	
12.	Please explain the process (initiation, review, approval, etc.) for making updates, changes, deletions, and year end adjustments to the accounting system. See Attachment # II-3, Jefferson County, Texas Accounting Policies and Procedures Table of Contents - Section D. - Account Code Structure, Section E. - Transaction Types, Section J. - Vendor File Maintenance, and Section M. - Fiscal Year End Activities.	
13.	Are there controls to provide reasonable assurance that transactions are not lost, duplicated, or added before and/or after data entry and editing?	☒Yes ☐No
14.	Are there controls to provide reasonable assurance that transactions with errors are rejected from further processing (e.g., prevented from updating the files/database)?	☒Yes ☐No
15.	Is the data entered into the accounting system verified? *If yes, please specify whom (name and title) is/are responsible for verifying the data, and how the verification is done.* DATA that is keyed into the system is verified by someone else before updating. Name & Title depends on the type of DATA entered.	☒Yes ☐No
16.	What, if any, additional internal controls and approvals are in place within the organization to ensure payments made are valid and authorized? Someone must approve them within the department & within the Auditor's Office.	
17.	Are all checks pre-numbered and accounted for? If no, please explain. _____	☒Yes ☐No

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

18.	a. Are all disbursements (excluding petty cash) made by check? If no, what other means does your organization use to make disbursements? Electronic Funds Transfer is used for some disbursements. b. Is a check register (disbursement journal) used to record disbursements and maintain balances? If no, how are disbursements and balances tracked? _____	☐Yes ☒No ☒Yes ☐No
19.	Are all disbursements approved prior to payment? If no, please explain. _____	☒Yes ☐No
20.	Is there any additional review or special approval required for payment transactions (check or electronic disbursement) that exceed a specific dollar amount? *If yes, please specify the dollar limit(s), name(s) and title(s) of responsible staff.* All Grant Expenditures are reviewed.	☐Yes ☒No
21.	Does your organization have a system for tracking: a. Voided checks? b. Credit card transactions? c. Other electronic transactions? If no, please explain. _____	 ☒Yes ☐No ☒Yes ☐No ☒Yes ☐No ☐N/A
22.	Does your organization use a check-signing machine? *If yes, please describe how the facsimile signature plates are safeguarded from improper use.* The facsimile signature plates are stored in the Treasurer's Office in a locked and fireproof file cabinet.	☒Yes ☐No
23.	Are unused checks safeguarded and in the custody of a person who does not manually sign checks, control the use of facsimile signature plates or operate the facsimile signature machine? Please indicate name and title of person who has custody of unused checks. Andrae' Thierry, Computer Service Tech/Operator	☒Yes ☐No

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

24.	Are the following practices prohibited: a. The drafting of checks to "CASH"?..... b. The signing of blank checks?..... c. The removal of blank checks from the checkbook?..... If no, please explain. _____	☒Yes ☐No ☒Yes ☐No ☒Yes ☐No
25.	Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register)? *If yes, please attach an explanation of your purchase orders/requisition controls as* ***ATTACHMENT #II-25.*** See Attachment #II-3. Jefferson County, Texas Accounting Policies and Procedures Table of Contents H. - Requisition and Purchasing Process.	☒Yes ☐No ☐N/A
26.	Are supporting documents (e.g., service authorizations, invoices, receipts, approvals, receiving reports, canceled checks) maintained with each disbursement and clearly referenced for easy location and retrieval? *If yes, please attach an explanation as* ***ATTACHMENT #II-26****. The attachment should describe your process for maintaining supporting documentation, such as:* • *How supporting records are kept and filed (e.g., filed by check number, month of payment)?* • *How documents are marked when paid to prevent duplication of claims?* • *How authorizations are maintained internally?*	☒Yes ☐No
27.	Do supporting documents accompany checks for the check signer's signature?	☒Yes ☐No
28.	Are invoices marked to identify allocation of payment?	☒Yes ☐No
29.	Does your organization have procedures to identify costs and expenditures not allowable under federal and/or state regulations? *If yes, please attach an explanation of your system for identifying unallowable costs/expenditures as* ***ATTACHMENT #II-29.*** See Attachment #II-3. Jefferson County, Texas Accounting Policies and Procedures Table of Contents U. - Grant Expenditure Policy.	☒Yes ☐No

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

30.	Does your organization have a contract file for each contract? *If yes, does each contract file contain:*	☒Yes ☐No
	a. The executed contract with all attachments?	☒Yes ☐No
	b. A copy of each contract amendment (as applicable)?	☒Yes ☐No
	c. Billing documents?	☒Yes ☐No
	d. Documentation of contract performance?	☒Yes ☐No
	e. Related correspondence?	☒Yes ☐No
	f. A copy of each subcontract agreement (as applicable)?	☐Yes ☐No ☒NA
	If no to any of the above, please explain. _____	
31.	Does your organization have a process to prevent unauthorized access to confidential information related to your contracts (for example, sensitive client information or records)? *If yes, please attach a copy of your procedures for safeguarding contract information as **ATTACHMENT #II-31.*** **SEE ATTACHED SECURITY COMMENTS.**	☐Yes ☒No
II. B. PERSONNEL		
32.	Does your organization have written personnel policies?	☒Yes ☐No
	If no, please explain. _____	
	If yes, are personnel policies distributed to all employees?	☒Yes ☐No
	Do the personnel policies include:	
	a. Hiring?	☒Yes ☐No
	b. Performance evaluations?	☐Yes ☒No
	c. Time and leave?	☒Yes ☐No
	d. Conflict of interest?	☒Yes ☐No
	e. Nepotism?	☒Yes ☐No
	f. Related-party transactions?	☒Yes ☐No

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

33.	Does your organization require individual time or activity sheets to be prepared at least monthly for personnel (part-time, full-time, and/or in-kind volunteers)? If no, please explain. _____ *If yes, please submit a blank time sheet and/or activity sheet and a copy of the related policy as **ATTACHMENT II-33.***	☒Yes ☐No
34.	Does your organization have on file an established rate of pay and withholding information for each employee? If no, please explain. _____	☒Yes ☐No
35.	Does your organization have a written job description with a set salary level for each position? If no, please explain. _____	☒Yes ☐No
36.	Is the amount being paid to each employee based on documentation of actual hours worked?	☒Yes ☐No
37.	a. Is your organization current with your payroll taxes? ..... b. Does your organization pay payroll taxes directly? ..... If no, please explain and indicate name of withholding agent. _____	☒Yes ☐No ☒Yes ☐No

II. C. TRAVEL

Reimbursements for travel expenses will be paid according to the State of Texas travel rates in effect on the date of travel as approved by the Office of the Comptroller of Public Accounts.

38.	Are travel expenditures substantiated by travel vouchers, travel logs or other supporting documentation? If no, please explain. _____ *If yes, please submit a copy of your travel policy, a blank travel voucher and a blank travel log as **ATTACHMENT II-38.*** See Attachment #II - 3 Jefferson County, Texas Accounting Policies and Procedures Table of Contents Section Q. - Travel Policies and Procedures.	☒Yes ☐No ☐N/A

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

II. D. EQUIPMENT

39.	a. Please specify the level of capitalization (dollar amount) used by your organization. $5,000.00 ($10,000.00 for financial reporting purposes) b. Please provide your organization's definition of equipment: Anything having a useful life in excess of one year and meeting the dollar threshold.	
40.	Does your organization conduct a physical inventory of capital equipment purchased with federal funds? If yes, how often? Annually.	☒Yes ☐No
41.	Has DFPS funds been used (in whole or in part) to purchase equipment or controlled assets (e.g., computers, furniture, cameras, camcorders, laser disc (DVD) players, TVs)? **Note:** Contractors should review the Comptroller's State Property Accounting User Manual at https://fmx.cpa.state.tx.us/fmx/spa/classcodes/control.php for the most current listing of controlled assets. Contractors must add these items classified as controlled assets to their inventory list based on the noted acquisition costs. **If no, please skip to Section II.E. Subcontractors.**	☒Yes ☐No
42.	Are inventory records maintained that include: item description, serial number, funding source(s), acquisition cost, acquisition date and inventory number? *Please attach a blank inventory form as **ATTACHMENT #II-42***	☒Yes ☐No
43.	Are all equipment items and controlled assets tagged for the purpose of internal tracking and inventory?	☒Yes ☐No
44.	Does your organization have policies regarding the documentation required for equipment that has been disposed of? If yes, please attach a copy of your equipment disposal policy as ***ATTACHMENT #II-44.***	☒Yes ☐No

II. E. SUBCONTRACTORS

If your organization does not subcontract DFPS services, or does not intend to subcontract DFPS services, mark N/A ☒ here and skip to Section II.F. Title IV-E Child Welfare Services Contract Information.

45.	Does your organization have written policies and procedures for subcontracted services?	☐Yes ☐No
46.	Does your organization have a state contract of $100,000 or greater?	☐Yes ☐No

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

SECTION II. F: TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION

This section pertains only to any **County Title IV-E Child Welfare Services Contracts** with DFPS and *does not* pertain to any **Title IV-E County Legal Services Contract** with DFPS. For purposes of this Section, the terms County and County Child Welfare Board are synonymous.

47.	If administrative costs will be claimed, has the county submitted an administrative budget to DFPS for review and approval?	☒Yes ☐No ☐N/A
48.	Does the County Child Welfare Board have a process that Caseworkers must follow in order to obtain assistance from the County Child Welfare Board for a Foster Child? If yes, is the above policy a written (published) policy? *If yes, please attach a description of the process or a copy of the written policy as* ***ATTACHMENT #II-48***	☒Yes ☐No ☒Yes ☐No
49.	Has/have the county Title IV-E contract(s) been audited by county internal or external auditors? If yes, please enter date of last audit. Internally, 9/2017 and quarterly for FY 2018 and beyond.	☒Yes ☐No
50.	Do the region and the county conduct an annual review of the county Title IV-E contracts? If yes, please enter date of last review. 8/28/17 -CAP & Budget Submission Approved by Commissioners' Court and signed by County Judge. **Note:** An annual review of the contract is specified in the contract.	☒Yes ☐No
51.	How does the Child Welfare Board pay for supplemental child-care expenses? *Please provide a description of the process used to pay supplemental child care expenses, including the name and/or position of responsible person/staff as* ***ATTACHMENT #II-51.***	
52.	What back-up documentation does the county maintain to support Title IV-E reimbursements? *Please provide a description of the required documentation as* ***ATTACHMENT #II-52.***	
53.	Who maintains the documentation within the county (e.g., Child Welfare Board, County Auditor)? Please provide the name of the county Department or name and/or position of responsible person/staff. Child Welfare Board maintains original documentation; County Auditor's office maintains copy of signed billing and attached documentation. Harry Schoppe - Financial Analyst	
54.	Who, within the county, signs the County Title IV-E Claims Voucher (Form 4116 – State of Texas Purchase Voucher Quarterly Billing)? Please provide the name and/or position of the responsible person/staff. Patrick Swain, County Auditor	

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE June 2012

55.	How does the county ensure the County Title IV-E Claims Voucher is reconciled with the county's general ledger? Claims voucher is reconciled and submitted to DFPS. Money is received and deposited into county's general operating account. Debtor form is prepared, signed, and approved. County check is issued to the Child Welfare Board.	
56.	Does the county have a process to ensure that all expenditures claimed are allowable? *If yes, please attach a description of the process as **ATTACHMENT #II-56.***	☒Yes ☐No
57.	Does the county have a process to ensure that all raised or donated funds used as certified match for the County Title IV-E Claims Voucher are unrestricted funds? *If yes, please attach a description of the process as **ATTACHMENT #II-57.***	☒Yes ☐No
58.	How does the county know which children are IV-E eligible? Please provide a description of the process and the name and/or position of responsible person/staff as ***ATTACHMENT #II-58.***	

CERTIFICATION

Signed by an individual with documented authority as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

Signature

9/10/18
Date

Patrick Swain
Printed/Typed Name

County Auditor
Title

ICSQ Instructions

Every business entity should have internal controls. Internal controls consist of the policies and procedures that a business entity develops and implements to ensure that assets (such as cash and equipment) are safeguarded, that expenditure transactions (such as purchases) are authorized, and that financial data are accurately recorded. Another way of saying this is that a system of internal controls helps to ensure that assets that belong to the business entity are used only for authorized business purposes.

A system of internal controls is not designed primarily to detect errors but rather to reduce the opportunity for errors or dishonesty to occur. In an effective system of internal controls, no one person should carry out all phases of a business transaction from beginning to end. For example, if one person were permitted to order supplies, receive the supplies, write a check to pay for the supplies, and record the transaction in the accounting records, then there would be no protection against either fraud or errors.

A system of internal controls frequently may be improved by physical safeguards (acting as compensatory controls). Computers help to improve the efficiency and accuracy of record keeping functions. Cash registers, safes, and pre-numbered business forms are very helpful in safeguarding cash and establishing responsibility for it. Any system of internal controls must be supervised with care if it is to function effectively.

The Internal Control Structure Questionnaire (ICSQ) consists of a series of questions related to the processes and procedures for handling cash receipts, cash disbursements, physical inventory, file maintenance, etc. Responses to the questions included in the ICSQ allow for an assessment of the effectiveness of the procedures described as compared to best practices and/or specific state and federal guidelines.

Instructions for Submitting the ICSQ

An up- to-date ICSQ is required to be submitted with each new proposal to contract with DFPS. ***Please use the ICSQ that appropriately reflects the entire contract amount for Title IV-E funds, not just the DFPS drawdown amount.***

No two-sided copies will be accepted. No pamphlets or books will be accepted (except for required financial reports and/or audits). Responses must be typed or printed. All attachments must be clearly numbered.

Instructions for Completing the ICSQ

The ICSQ has been divided into several sections, as follows:

SECTION I: FINANCIAL POSITION

This section requests background information about the organization, including the financial system used to maintain the accounting records, preparation of financial statements and the frequency with which financial information is audited.

SECTION II: INTERNAL CONTROLS

This section addresses Internal Controls as described below:

II. A. GENERAL/ ACCOUNTING CONTROLS

The general accounting section addresses file maintenance and the contractor's responsibility to meet contract terms and/or state/federal regulations.

Accounting controls assist with the safeguarding of assets (cash and fixed assets) and the reliability of financial records. The objective sought in the control of cash receipts is to ensure that all cash that is receivable by the business entity is collected and recorded without loss. The system of controlling cash payments should be designed to ensure that no unauthorized payments are made. Control is accomplished by division of responsibility to achieve independent verification of transactions without duplication of effort.

Question 1:
Cost allocation ensures that costs are properly allocated to a specific funding source and that all costs are properly identified.

Cost allocation is required when a cost will benefit more than one contract or funding source. If cost allocation is necessary, contractors must use reasonable methods of allocating costs consistently. Any cost allocation method used should be a reasonable reflection of actual business operations.

Questions 5 - 6:
It is a good business practice to require authorized individuals to approve purchases or electronic transactions made on behalf of their department. Designating separate individuals to sign checks or authorize payments, approve purchases, prepare payments, reconcile internal accounts to the general ledger, control assets, and receive cash is also a good business practice. For smaller staffs, it may be necessary to identify compensating controls where adequate separation of duties is not possible.

Questions 7 - 8:
All costs that are reported and/or billed to a funding source should be reconciled with the general ledger (the book or file that contains all of the organization's accounts) as well as bank account transaction records.

Questions 9 - 16:
If the business entity's accounting system is automated, please complete questions 9 - 16 to provide detail as to who has access to the accounting system and how the system is protected.

Questions 17 - 25:
These are examples of internal controls that act as safeguards against unauthorized expenditures and/or check disbursement.

Questions 26 - 27:
It is a best practice to maintain supporting documents with each disbursement. Alternatively, supporting documents should be numbered, clearly referenced, and filed for easy retrieval.

Question 28:
If more than one funding source is to be used to reimburse a cost, then it is extremely important that the invoice documents how the cost is to be allocated.

Question 29:
Contractors should reference the applicable Texas Administrative Code (TAC) or Office of Management and Budget (OMB) Circulars to identify costs and expenditures that are not allowable.

Question 30:
An element of a good file maintenance process is having a systematic approach to filing the numerous contract documents that flow through a business entity. A systematic filing approach decreases the risk of lost documents, and provides a central place for documents that pertain to a specific contract.

Question 31:
An important protective measure to safeguard sensitive information is controlling physical access to the information or records related to your contracts. All contract information must be cared for with the appropriate level of physical and electronic security. Procedural safeguards ensure adequate controls against unauthorized access, fraudulent activity, disclosure, loss or damage, whether accidental or deliberate, as well as to ensure the availability, integrity, authenticity, and confidentiality of information. Procedural safeguards may include adequate separation of duties, limiting physical access (e.g., storing information in a safe or fireproof filing cabinet, locks on doors or filing cabinets, passwords) or computer-related controls dealing with access privilege.

II. B. PERSONNEL

Question 32:
Each business entity should have written personnel policies that are made available to all employees. The policies need to be consistently applied and should include all federally mandated policies related to human resource issues.

Questions 33 - 37:
OMB Circular A-122, Attachment B, Paragraph 8, subparagraph "m" (revised May 2004) and OMB Circular A-87, Attachment B, Paragraph 8, subparagraph "h" (revised May 2004) address documentation necessary to support salaries and wages. These circulars further state that the allocation of direct service delivery staff salaries between programs and/or contracts must be documented.

II. C. TRAVEL (Travel Costs Paid with DFPS Funds)

Question 38:
Travel expenses for which reimbursement will be requested from DFPS must conform to the current state travel requirements and rates for lodging, meals, and personal vehicle mileage. Supporting documentation for travel expenses must include receipts for the following expenses: parking fees, hotel lodging, taxis, and airfare.

II. D. EQUIPMENT

Questions 39 - 44:
Equipment is defined in 45 Code of Federal Regulations (CFR) Part 74.2 and the Office of Federal Financial Management, Office of Management and Budget (OMB) Circulars.

It is a federal requirement that a physical inventory be taken at least once every two years for equipment acquired with federal funds (including DFPS funds).

The disposition of all equipment purchased with federal funds must be made according to appropriate regulations and departmental policies, as per OMB Circular A-110, Section 34 (G). Equipment purchased using DFPS contract funds is subject to an equitable claim by the state (DFPS) at contract termination. No disposition should take place without prior notification to DFPS contract management.

II. E. SUBCONTRACTORS

This section must be completed if DFPS funds are or will be provided to subcontractors.

Question 45:
Subcontracting policies and procedures should, at minimum, address contractor selection and monitoring.

Subcontractor selection procedures should reflect a system in which the best subcontractor is fairly and objectively selected. Procedures should clearly identify the method of contractor selection utilized (e.g., competitive selection or bidding, negotiation with individual). (OMB Circular A-110, Sections 40-48.) The subcontractor selection process should also include established criteria to evaluate potential subcontractors, ranking method, and the consideration of past performance factors.

Subcontractor monitoring procedures should be sufficient to ensure that subcontractors consistently provide quality services by measuring performance against well-documented outcome expectations. The monitoring function should focus on the outcomes of services provided with an appropriate emphasis on contract monitoring in proportion to the amount/extent of the contracted services. Procedures should adequately describe who is responsible for monitoring, how often monitoring occurs, the monitoring process to include follow-up procedures when corrective action is required. It is also a good business practice to include an ongoing system for ensuring that funds are spent appropriately.

Question 46:
DFPS is committed to encouraging participation and increased opportunities for any minority and women-owned business that is certified as a Historically Underutilized Business (HUB). DFPS requires contractors who have contracts of $100,000 or more to do the same.

A good faith effort requires that contractors maintain documentation in purchase and contract files of their efforts to utilize HUBs. When HUB bidders are not solicited or selected, documentation should clearly state the reason. Contractors who have contracts of $100,000 or more may be required to have a HUB Subcontracting Plan that documents either:

a) That contractor does not plan to subcontract any component of the DFPS contract, or

b) That contractor does plan to subcontract and includes at minimum the contractor's written policy/procedures for subcontracting and contractor's methods for soliciting and selecting subcontractors. In this case, a HUB Subcontracting Form must be on file.

II. F. TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION

Questions 47 - 58:
This section captures county policy and procedures specific to any Title IV-E Child Welfare Services contract and is used in the determination of appropriate monitoring efforts.

ATTACHMENT #I – 2 - A

Patrick Swain – County Auditor
Fran Lee – 1st Asst. County Auditor, P/R, Budget Manager
Rebekah Patin – Accounts Payable & Grants Manager
Rhonda Brode – Internal Audit Manager
Marisol Perez – Receptionist/Clerk – Financial
Mary Angelle – Financial Technician
Charity Sears – Financial Technician
Candace Plessala – Financial Analyst
Jamie Schexnaider – Financial Technician
Harry Schoppe – Financial Analyst
Lola Charles – Administrative Secretary – Financial
Patricia Moody – Financial Analyst
Kelli Kimball – Financial Technician
Katrena McDonald – Financial Technician

Attachment# II-2

Texas Juvenile Justice Department -Programs for Juveniles & Juvenile Offenders			
Texas Juvenile Justice Department State Aid	TJJD-A-2018-123	1,365,572	Balance paid in advance of expenditures
Texas Juvenile Justice Department Special Needs	TJJD-M-2018-123	54,703	Balance paid in advance of expenditures
Texas Juvenile Justice Department JJAEP Discretionary	TJJD-W-2018-123	4,885	Balance paid in advance of expenditures
Texas Juvenile Justice Department Diversion		65,000	Reimbursing Grant
Texas Department of Criminal Justice - Community Assistance Division Programs for Adult Offenders			
Basic Supervision – Texas Department of Criminal Justice - Community Justice Assistance Division	900	1,438,749	Balance paid in advance of expenditures
Women's Center - Texas Department of Criminal Justice - Community Justice Assistance Division	30	1,446,621	Balance paid in advance of expenditures
Mentally Health Initiative Texas Department of Criminal Justice - Community Justice Assistance Division	19	140,164	Balance paid in advance of expenditures
Specialized Caseload - High Need - Texas Department of Criminal Justice - Community Justice Assistance Division	27	89,204	Balance paid in advance of expenditures
Community Service Restitution - Texas Department of Criminal Justice - Community Justice Assistance Division	8	464,251	Balance paid in advance of expenditures
Intervention and Pre-Trial - Texas Department of Criminal Justice - Community Justice Assistance Division	5	446,254	Balance paid in advance of expenditures
Texas General Land Office			
TDRA IKE Round 2 Various Projects	DRS - 220219	224,723	Reimbursing Grant
Office of the Governor Criminal Justice Division			
Violence Against Women Formula Grants	13466-21	6,667	Reimbursing Grant - estimate
Crime Victims Clearinghouse	21032-08	88,017	Reimbursing Grant
Violence Against Women Formula Grants	13466-20	80,000	Reimbursing Grant
Rifle Resistant Body Armor Grant Program	3441801		Reimbursing Grant
Crime Lab Funding	34195-01	29,854	Reimbursing Grant
Texas Department of Criminal Justice			
Jefferson County Drug Intervention Court	1604516	61,516	Reimbursing Grant
Jefferson County Drug Intervention Court	1604517	5,000	Reimbursing Grant - estimate
Jefferson County Family Treatment Drug Court	1869013	3,000	Reimbursing Grant - estimate
Jefferson County Family Treatment Drug Court	1869012	41,300	Reimbursing Grant
Texas Department of Public Safety Governor's Division of Emergency Management			
FEMA Emergency Hurricane Ike	FEMA-1791-DR-Hurricane Ike		Reimbursing Grant
FEMA Emergency Hurricane Harvey	FEMA-4332-Texas Hurricane Harvey	4,180,000	Reimbursing Grant - estimate
Emergency Management Performance Grant	17Tx-EMPG-0389	38,508	Balance paid in advance of expenditures
Homeland Security Grant Program - SWAT Hazmat	33133-01		Reimbursing Grant
Texas Department of Public Safety			
Selective Traffice Enforcement Program - Impaired Driver Mobilization	2018-Jefferson-S-IYG-0054	25,000	Reimbursing Grant - estimate
Texas Department of State Health Services			
Texas Department of Family & Protective Services			
Child Welfare Services	Contract # 23939002	20,000	estimate
Legal Services	Contract # 23939003	40,000	estimate
Texas Department of Agriculture			
Summer Food Service Program	123-1007	9,777	Reimbursing Grant
Cheek Sewer Project # 5	TDCP-7216231	195,000	Reimbursing Grant - estimate
Office of the Attorney General			
Title IV-D Fees - Constable	n/a	52,000	Fee for service - estimate
Title IV-D Fees - District Clerk	n/a	320,000	Fee for service - estimate
Title IV-D Fees - Child Support Customer Service	n/a	1,300	Fee for service - estimate
Crime Victims Compensation Fund - Sexual Assault Exam	n/a	6,000	Reimbursing Grant - estimate
SAVNS Maintenance Contract	1877281	28,547	Reimbursing Grant
Texas Department of Motor Vehicles			
Motor Vehicle Salvage/Theft Reduction Program	608-18-1230100	78,476	Reimbursing Grant
Texas Department of Transportation			
Routine Airport Maintenance Grant	M1820BMPT	50,000	Reimbursing Grant
Texas Indigent Defense Commission			
Indigent Defense Formula Grant FY 18	n/a	192,421	Reimbursing Grant
Texas Commission on Law Enforcement			
Law Enforcement Officer Standards and Education	n/a	29,768	Balance paid in advance of expenditures

ATTACHMENT #II - 3 CHART OF ACCOUNTS

PREPARED 9/04/18, 10:19:28 ACCOUNT SEGMENT DESCRIPTION LISTING PAGE 1
PROGRAM GM291L
Jefferson County
SEGMENT: FUND

NUMBER	DESCRIPTION
110	JURY FUND
111	ROAD & BRIDGE PCT.#1
112	ROAD & BRIDGE PCT.#2
113	ROAD & BRIDGE PCT. # 3
114	ROAD & BRIDGE PCT.#4
115	ENGINEERING FUND
116	PARKS & RECREATION
120	GENERAL FUND
121	LIBRARY FUND
124	MOSQUITO CONTROL FUND
125	TOBACCO SETTLEMENT FUND
126	SALES TAX ESCROW FUND
151	SOCIAL SECURITY FUND
152	RETIREMENT FUND
200	FEMA EMERGENCY
201	LATERAL ROADS -PRECINCT 1
202	LATERAL ROADS- PRECINCT 2
203	LATERAL ROADS- PRECINCT 3
204	LATERAL ROADS- PRECINCT 4
205	BREATH ALCOHOL TESTING
206	USMS WARRANT GRANT
207	FAMILY GROUP CONFERENCING
208	FOREIGN TRADE ZONE
209	J.C. FAMILY TREATMENT
210	SECURITY FEE FUND
211	HIGHWAY IMPROVEMENT FUND
212	LAW LIBRARY FUND
213	TIME PAYMENT FEE FUND
214	GRAFFITI ERADICATION FEE
215	VOTER REGISTRATION FUND
216	HAMSHIRE H2O & SEWER III
217	LOAN STAR LIBRARIES GRANT
218	CERT - SHSP/CCP 2005
219	EMPG GRANT
220	JUVENILE DETENTION - TJPC
221	JUV ADVOCATE INCENT GRT
222	GRT N MENTAL HEALTH SVCS
223	JUVENILE TJPC-A-2014-123
224	JUVENILE GRANT R
225	JUVENILE PROB & DET. FUND
226	IV-E FOSTER CARE
227	GRANT A STATE AID
228	JUVENILE ACCOUNTABILITY
229	279 JUVENILE DRUG COURT
230	COMMUNITY SUPERVISION FND
231	JEFF. CO. WOMEN'S CENTER
232	RESTITUTION CENTER NO. 2
233	MENTALLY IMPAIRED OFFEND.
234	DWI PRETRIAL DIVERSION
235	MISDEMEANOR PRE-TRIAL
236	CIVIL PROBATION

PREPARED 9/04/18, 10:19:28 ACCOUNT SEGMENT DESCRIPTION LISTING PAGE 2
PROGRAM GM291L
Jefferson County
SEGMENT: FUND

NUMBER	DESCRIPTION
237	COMMUNITY CORRECTIONS PRG
238	VETERAN'S PRE-TRIAL PROG.
239	DRUG DIVERSION PROGRAM
240	BAIL BOND LICENSE FUND
241	SHERIFF DEPT GRANTS
242	BODY-WORN CAMERA GRANT
243	JAG GRANTS
244	SHERIFF'S TRAINING GRANT
245	CRIME VICTIMS CLEARING.
246	ARRA REGIONAL MARINE FAC.
247	SHSP,LETPP & CERT GRANTS
248	CRIME VICTIMS CLEARING.
249	LAW OFFICER TRAINING GRT
250	CHEEK STEP SEWER IMPROV.
251	COUNTY CLERK - RECORD MGT
252	SHERIFF'S TOBACCO GRANT
253	COUNTY CLK RECORDS ARCHIV
254	SCAAP GRANT
255	DRUG INTERVENTION COURT
256	REGIONAL COMM. SAVNS
257	AUTO THEFT GRANT
258	REGIONAL AIR MONITOR. SEP
259	COUNTY RECORDS MANAGEMENT
260	FY05 PORT SECURITY GRANT
261	CJD SHERIFF GRANTS
262	DARE CONTRIBUTIONS FUND
263	VAWA FUND
264	SAFE STREETS TASK FORCE
265	CHEEK H2O & SEWER
266	MOBIL VOLUNTEER PROGRAM
267	DANY
268	HURRICANE CONFERENCE FUND
269	FAMILY PROTECTION FEE FND
270	DEPUTY SHERIFF EDUCATION
271	CONST. PCT 1 EDUCATION
272	CONST. PCT. 2 EDUCATION
274	CONST. PCT. 4 EDUCATION
276	CONST. PCT. 6 EDUCATION
277	CONST. PCT. 7 EDUCATION
278	CONST. PCT. 8 EDUCATION
279	PEDOMETER WALKING PRJ GRT
280	TAX OFFICE AUTO DEALER
281	UNCLAIMED FUNDS MGMT FUND
282	VAWA FUND
283	HIBERNIA - FGC
284	DIABETES PREVENTION GRANT
285	J.P. COURTROOM TECH. FUND
286	HOTEL OCCUPANCY TAX FUND
287	CRIME LAB FUNDING CJD
288	DISTRICT CLK RECORDS MGMT
289	JUSTICE COURT BLDG SECUR.

PROGRAM GM291L
Jefferson County
SEGMENT: FUND

NUMBER	DESCRIPTION
290	DISASTER RELIEF GRANT
291	ORCA TX PUB SHELTER IMP
292	COUNTY CLERK ELECTION CON
293	COUNTY CLERK HAVA FUND
294	PCT 8 TOBACCO GRANT
295	FY06 PORT SECURITY GRANT
296	JC CHILD ABUSE PREVENTION
297	FIRST TIME SEWER PROJECT
298	TXCDBG DISASTER RECOVERY
299	FBI FIRING RANGE REPAIR
310	1957 ROAD BOND FUND
311	CAPITAL PROJECTS FUND
312	CETRZ GRANT
313	FORD PARK-KAYAK LAUNCH
314	COASTAL RESTORATION PRJCT
315	AIRPORT CONSTRUCTION FUND
316	'93 CERT. OF OBLIGATION
317	ADMIN. SEG. UNIT
318	ISTEA GRANT
319	JUVENILE DETENTION CENTER
320	BROOKS ROAD PARK
321	CO SERIES 2000 CONSTRUCT.
322	ENTERTAINMENT COMPLEX -NB
323	2002 CO PROJECT FUND
324	2003 CO PROJECT
325	KEITH LAKE FISH PASS
326	2005 TAX ANTICIPATION NTS
340	PLEASURE IS SHORELINE STA
341	RETRO/REP HEAVY EQUIP VEH
342	W.PA AMBIENT AIR MON. STA
343	SETX REG AIR MONITOR NET.
344	TCEQ-CHEEK 1ST TIME SEWER
345	SEP UMPHREY STATE PARK
360	1987 CONTRACTUAL OBLIGATI
410	1978 EXPANSION & IMPROVEM
411	1979 EXPANSION & IMPROVEM
412	1987 CONTRACTUAL OBLIGATI
413	1990 CERTIFICATE OBLIGATI
414	1990 JAIL CONSTRUCTION
415	1993 BOND REFUNDING FUND
416	'93 CERTIFICATE OF OBLIGA
417	1995 TAX ANTICIPATION NOT
418	1999 CERT. OF OBLIGATION
421	SERIES 2000 CERT. OBLIG.
422	2002 REFUNDING BONDS
423	2002 CERT. OF OBLIGATION
424	2003A REFUNDING BONDS
425	2003B CERTIFICATES OBLIG
426	2005 TAX ANTICIPATION NTS
427	2011 REFUNDING BONDS
428	2012 REFUNDING BONDS

SEGMENT: FUND

NUMBER	DESCRIPTION
429	2013 REFUNDING BONDS
495	DRAINAGE DISTRICT NO. 3
510	AIRPORT FUND
511	AIRPORT GASOLINE
512	DOT GRANT FUND
513	AIRPORT IMPROVE. GRANTS
514	HURRICANE RITA GRANT
520	SE TX EMP. BENEFIT POOL
550	SETEC FUND
610	HEALTH INSURANCE TRUST FU
611	LIABILITY CLAIMS ACCOUNT
612	HEALTH CLAIMS ACCOUNT
613	WORKER'S COMPENSATION FD
614	INDIGENT HEALTH CARE FUND
615	RETIREES' OVER 65
701	CRIMESTOPPER FEE FUND
702	STATE ARREST FEE FUND
703	C.J.P.F. FUND
704	C.V.C.A. FUND
705	J.C.P.T. FUND
706	L.E.O.S. FUND
707	OCL FEE FUND
708	BAIL BONDING FUND
709	CHILD SAFETY SEAT VIOLAT.
710	ENVIRONMENTAL CONTROL FND
711	CORRECTIONAL MGMT. INST.
712	JUV. PROB. DIVERSION FUND
713	COUNTY CLERK FEE FUND
714	DISTRICT CLERK FEE FUND
715	SHERIFF'S OFFICE FEE FUND
716	J.P. PCT.1 PL.1 FEE FUND
717	J.P. PCT.1 PL.2 FEE FUND
718	J.P. PCT. 2 FEE FUND
719	CRIME VICTIMS COMPENSA.
720	J.P. PCT.4 FEE FUND
721	J.P. PCT.5 FEE FUND
722	J.P. PCT. 6 FEE FUND
723	J.P. PCT. 7 FEE FUND
724	J.P. PCT. 8 FEE FUND
725	CONSTABLE PCT. 2 FEE FUND
726	CONSTABLE PCT. 3 FEE FUND
727	CONSTABLE PCT. 4 FEE FUND
728	CONSTABLE PCT. 5 FEE FUND
729	CONSTABLE PCT. 7 FEE FUND
730	TAX OFFICE FEE FUND
731	EMPLOYEE IRC SECTION 457
732	JEFF. COUNTY SECTION 125
733	CHILD PROTECTIVE SERVICES
734	D.A.'S ESCROW FUND
735	D.A.'S FORFEITURED FUNDS
736	CONSTABLE 4 FORFEITURE

PREPARED 9/04/18, 10:19:28 ACCOUNT SEGMENT DESCRIPTION LISTING PAGE 5
PROGRAM GM291L
Jefferson County
SEGMENT: FUND

NUMBER	DESCRIPTION
737	COMPREHENSIVE REHABILITAT
738	GENERAL REVENUE FEE FUND
739	BREATH ALCOHOL TESTING
740	SHERIFF'S SEIZURE FUND
741	SHERIFF'S FORFEITURE FUND
742	D. A. HOT CHECK FUND
743	NARCOTICS ESCROW FUND
744	NARCOTICS TASK FORCE GPI
745	MOUNTED PATROL
746	Constable Precinct 8
750	CONSTABLE PCT. 1
751	CONSTABLE PCT. 2
752	CONSTABLE PCT. 3
753	CONSTABLE PCT. 4
754	CONSTABLE PCT. 5
755	CONSTABLE PCT. 6
756	CONSTABLE PCT. 7
757	CONSTABLE PCT. 8
758	JUDICIAL FEES
759	MARRIAGE LICENSE FEES
760	COMM. SUPERVISION TRUST
761	WOMEN'S CENTER TRUST ACCT
762	RESTITUTION C. #2 TRUST
763	JUV. PROB. TRUST
764	DISTRICT CLERK FILING FEE
765	T.L.F.T.A.
766	B. C.
767	OWVEH
768	CCC
769	FA
770	JCD
771	TP
772	INDIGENT FILING FEE
773	JAIL LEASE REVENUE FUND
774	FLEXIBLE SPENDING PROG.
775	DNA TEST FEE
776	BAIL BOND FEE
777	STATE TRAFFIC FINE
778	EMS TRAUMA FUND
779	NON DISCLOSURE FEE
780	JURY REIMB. FEE FUND
781	JUDICIAL SUPPORT FUND
782	DRUG COURT - 40%
783	CRIMINAL JUDICIAL SUPPORT
784	CIVIL JUDICIAL SUPPORT
785	RESTITUTION FEE
786	CIVIL JUSTICE FEE
787	SECURING CHILD PASSENGER
788	ELECTRONIC FILING FEE
789	JUVENILE DNA (100%STATE)
790	TRUANCY PREV& DIVERSION

NUMBER	DESCRIPTION
791	TX HOME VISIT PGM TRUST
792	JUD/CT PERSONNELTRNG 100%
810	PAYROLL FUND
850	MOSQ. CNTRL, ESA GRANT
851	PORT SECURITY SUPP 2007
852	BUFFER ZONE PROTECTION
853	ANTI-GANG INITIATIVE
854	ORCA DISASTER RECOVERY# 2
855	CHILD ABUSE PREVENTION
856	GUARDIANSHIP FEE
857	JUVENILE DELINQUENCY PREV
858	APPELLATE JUDICIAL SYSTEM
859	INDIGENT DEFENSE FEE
860	ORCA #1DISASTER DRS060042
861	ORCA - IKE
862	BUSH-CLINTON RECOVERY
863	CNTY & DIST COURT TECH FD
864	DISTRICT CRT RECORDS TECH
865	MARINE DIVISION
866	ASAP - CONSTABLE
867	PORT SECURITY GRANT 2010
868	2008 PORT SECURITY
869	2009 PORT SECURITY
870	2009 PORT SECURITY ARRA
871	2011 PORT SECURITY
872	HAMSHIRE DUMP SITE HWY73
873	SHERIFF - COMMISSARY
874	2012 PORT SECURITY GRANT
875	2013 PORT SECURITY GRANT
876	SHERIFF-SPINDLETOP GRANT
877	2014 PORT SECURITY GRANT
878	SHERIFF SPINDLETOP MENTAL
879	GLO IKE ROUND 2
880	2015 PORT SECURITY GRANT
881	FY 2016 PORT SECURITY GRT
882	FY 2017 PORT SECURITY GRT
890	2015 PORT SECURITY GRANT
900	POOLED CASH FUND
911	JEFFCO INDUSTRIAL DEVCORP
913	JEFF CO NAV-BOND CONSTRUC
915	JEFF CO NAVI-DEBT SERVICE
931	DRAINAGE 3 - MAINTENANCE
933	DRAINAGE 3 -BOND CONSTRUC
935	DRAINAGE 3 - DEBT SERVICE
961	DRAINAGE 6 - MAINTENANCE
962	TAYLORS BAYOU BOND CONST
963	DRAINAGE 6-BOND CONSTRUCT
964	UPPER HILLEBRANDT BAYOU
965	DRAINAGE - 6 DEBT SERVICE
971	DRAINAGE 7 - MAINTENANCE
973	DRAINAGE 7-SEAWALL BOND C

NUMBER	DESCRIPTION
975	DRAINAGE - 7 DEBT SERVICE

JEFFERSON COUNTY, TEXAS

ACCOUNTING POLICIES AND PROCEDURES

The following is a comprehensive accounting policies and procedures manual for Jefferson County, Texas. The purpose of this document is to establish and communicate the standards used to maintain the official accounting records of the County.

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JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
ACCOUNTING INTRODUCTION

The accounts of the County are organized on the basis of budgetary units including various funds, departments, programs, and accounts, each of which is considered a separate accounting entity. Accounting for these budgetary units is described as fund accounting and is designed to demonstrate legal compliance and to aid in the financial management by segregating transactions of various County functions and activities. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures as appropriate. Government resources are allocated to, and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
SIGNIFICANT ACCOUNTING POLICIES

The County is a public corporation and a political subdivision of the State of Texas. The County is governed by Commissioners Court, composed of four County Commissioners and the County Judge, all of whom are elected officials.

The County provides a vast array of services, which include public safety, administration of justice, health and human services, recreation services, public improvements, and general administration.

The County uses funds and account groups to report its financial position and results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

A fund is a separate accounting entity with a set of self-balancing accounts. An account group, on the other hand, is a financial reporting mechanism designed to provide accountability for certain assets and liabilities that are not recorded in the funds because they do not directly affect net expendable available resources (General Fixed Assets and General Long-Term Debt). Funds are classified into three primary categories: **Governmental**, **Proprietary**, and **Fiduciary**. Each category, in turn, is further divided into separate fund types.

Governmental Funds are used to account for the majority of the County general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The General Fund is used to account for all activities of the County not accounted for in any other fund.

Proprietary Funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary and/or useful to sound financial management. Goods and services from such activities are provided either to the public (Enterprise Fund) or financed through charges to users or other departments or agencies primarily within the County (Internal Service Funds) on a cost reimbursement basis.

Fiduciary Funds are used to account for assets held on behalf of outsiders, including other governments, or other funds within the County. Agency funds are used to account for assets that the County holds on behalf of others as their agent.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e. revenues and other financing sources) and decreases (i.e. expenditures and other financing uses) in net current assets. All proprietary funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included on the balance sheet. Fund equity (i.e. net total assets) is segregated into contributed capital and retained earnings

components. Proprietary fund-type operating statements present increases (e.g. revenues) and decreases (e.g. expenses) in net total assets.

The basis of accounting is the method by which revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. The County uses the modified accrual basis of accounting in all governmental fund types and agency funds. Under this basis of accounting, revenues are recognized when they become measurable and available. Measurable means the amount of the transaction can be determined and available means collected within the current period or soon enough thereafter to be used to pay liabilities of the current period. Property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

Expenditures are recognized when the related fund liability is incurred, if measurable, except for expenditures for debt service, and other long-term obligations, which are recognized when paid. Those revenues susceptible to accrual are property taxes, franchise taxes, sales tax, licenses, interest revenue, and charges for services. Fines and permits are not susceptible to accrual because generally they are not measurable until received in cash.

The accrual basis of accounting is utilized by proprietary fund types. Under this method revenues are recorded when earned and expenses are recognized when they are incurred.

The County reports deferred revenues on its combined balance sheet. Deferred revenues arise when a potential revenue does not meet both the measurable and available criteria for recognition within the current period. In subsequent periods when both requirements for revenue recognition are met, the liability for deferred revenue is removed from the combined balance sheet and the revenue recognized.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
SUNGARD (H.T.E.) GOVERNMENT SYSTEMS SOFTWARE

Jefferson County uses a governmental software application developed by Sungard (H.T.E). to account for and maintain County funds and records. Several modules of the software application are used.

Sungard (H.T.E.)'s Integrated Accounting System (GMBA) provides a comprehensive fund accounting system that includes general ledger, budgeting, accounts payable, project and grant management, and financial reporting.

Sungard (H.T.E.)'s Payroll/Personnel software application offers flexible, accurate control over payroll accounting and employee personnel records. All information is maintained online, offering in-depth inquiry and reporting capabilities.

Sungard (THE)'s Purchasing/Inventory provides a full range of functions to serve as a central purchasing system. Purchasing/Inventory's requisition process enables departments forward detailed specifications to buyers to purchase items. Requisitions are sent through the approval stages that are specified.

Sungard (THE)'s Cash Receipts provides rapid, accurate control over all payment and deposit transactions. Cash Receipts can work independently or with other Sungard (THE) software applications as a centralized cash receiving system. When payments are posted, Cash Receipts distributes the payment information to the appropriate software application or directly to the general ledger. Transactions are stored online, offering immediate inquiry and reporting capabilities.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
ACCOUNT CODE STRUCTURE

The Sungard (H.T.E.) Government System identifies an account by means of an account number. The account number in the system is a 14 digit number (xxx-xxxx-xxx.xx-xx)

The first three digits in the account number refer to the fund to which an account belongs to. The following is a summarized list of funds and/or groups of funds:

110 –	Jury Fund
111 – 116	Road & Bridge Funds
120 -	General Fund
121 -	Library Fund
124 -	Mosquito Control Fund
200 – 299	Special Revenue Funds
300 – 399	Capital Projects Funds
400 – 499	Debt Service Funds
500 -	Airport Enterprise Fund
600 – 699	Internal Service Funds
700 – 799	Agency Funds
810 -	Payroll Fund
900 -	Pooled Cash Fund

The next four digits refer to the department/division within the fund that the account belongs to. A detail of department/division can be acquired from the Chart of Accounts.

The next three digits refer to the activity an account belongs to. The following is a summarized list of activities:

Cash -	106
Revenue – (Trial Balance Only)	199
Vouchers/Accounts payable -	201
Expenditures – (Trial Balance Only)	240
Fund balance -	253
Revenues	300 - 399
General Government	
Financial Administration	415
Judicial	412
Court Records	414
Building Maintenance	416
Other	419
Road & Bridge Precincts	431
Public Safety	
Jail	423
Probation Services	424

ACCOUNT CODE STRUCTURE (CONT.)

The next two digits refer to the element of an account. The following are the elements used by Jefferson County:

Salaries & Wages	10
Fringe Benefits	20
Materials & Supplies	30
Maintenance & Utilities	40
Miscellaneous Services	50
Capital Outlay	60
Debt Service	70

The last two digits refer to the object of an account. A detail listing of all object codes used by Jefferson County can be obtained from the Auditor's Office.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
TRANSACTION TYPES

Input into the H.T.E. Government System is categorized into five different transaction types. These transaction types are printed on detail reports to help identify the reason a transaction was processed. Transaction types used by Jefferson County are as follows:

Adjusting journal entries	AJ
Budget adjustments	BA
Fund transfer entries	TF
Encumbrance entries	EN
Accounts payable entries	AP
Cash Receipts	CR

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES

RECEIPTS

All receipts are deposited with Wells Fargo Bank.

All cash collections are to be deposited. These funds are not to be disbursed since disbursements must be made in accordance with official budgetary procedures.

All checks should be endorsed as follows (a rubber stamp is acceptable):

For Deposit Only

When depositing funds, the Treasurer's Office uses a bank deposit ticket supplied by the depository bank, and also fills out a deposit warrant form that is later sent to the Auditor's Office for processing.

Deposits made after September 30 applicable to the fiscal year just ended should be recorded in the accounts as of September 30.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
ACCOUNTS PAYABLE

All disbursements for the County except payroll and wire transfers are to be processed through Accounts Payable in the Auditor's Office. Accounts Payable reviews all invoices, schedules payment and prepares checks to be issued by the County. Accounts Payable also processes requests to establish and replenish authorized Petty Cash funds. Accounts Payable is responsible for defining all vendors and individuals to be paid by the County in the County's financial systems.

The Accounts Payable procedures have been established to administer the County's policy covering County payments including handling and distribution of checks. Procedures are included for approval of vendor invoices. On payments against purchase orders, Accounts Payable will match the vendor's invoice to the Purchase Order and schedule payment.

Disbursements are made on original invoices received from vendors. Payments are not made based on statements from vendors. If the original invoice is not available, authorization from the Accounts Payable manager is necessary to pay the invoice off the copy. Invoices must be authorized by the department budget manager and/or department head before payment is made (with the exclusion of utilities, and other date sensitive billings).

The County's integrated financial system will automatically match vendor invoices to Purchase Orders entered into the financial systems. All invoices must reference the appropriate Purchase Order. It is the practice of the County to request vendors to send their invoices directly to the Auditor's Office. If the invoice is received directly by the ordering department, the department must forward the invoice immediately to the Auditor's Office for payment.

Upon receipt of the vendor invoice, Accounts Payable will enter the invoice data into the County's financial systems, match the document to the Purchase Order and if the invoice agrees with the Purchase Order, schedule payment to the vendor. Automated edits will occur during this processing. An accounts payable clerk reviews edits. Questions and errors will be resolved before payment is made.

The payment of an invoice against a Purchase Order and any adjustment to that payment will result in an entry to the accounting system. A Purchase Order results in the encumbrance of funds. The payment liquidates the encumbrance; all transactions will appear on the monthly Budget Report. Departments should review their monthly reports to ensure that the entries are for their department and the amounts are reasonable. The correction of errors noted from the issuance of the Purchase Order will be handled by the Purchasing Department. Errors made in the payment process will be handled by Accounts Payable. Errors in accounting will be handled by the Auditor's Office. Departments are responsible for identifying any errors and initiating corrective action within 30 days of the original transaction.

All checks issued by Accounts Payable are distributed through United States mail, unless otherwise requested. Accounts Payable will trace any delayed checks. When requesting a payment be traced, the following information should be provided to Accounts Payable: The date

of the Invoice and invoice number (or Purchase Order Number and Date), the vendor (or individual's) name and address, amount of the payment and Fund/Account/Center distribution.

Occasionally, there will be a need to stop payment on a check issued by the County. All requests to stop payment of checks, including payroll and refund checks must be submitted in writing. A Stop Payment Authorization form may be obtained from Accounts Payable.

Checks are printed once a week (Wednesday or Thursday) by MIS. This allows for efficiency within the disbursement function, and also maintains the prompt payment of invoices. MIS maintains physical control over the check stock. Unused checks are kept in a locked cabinet and locked closet with restricted access to the key.

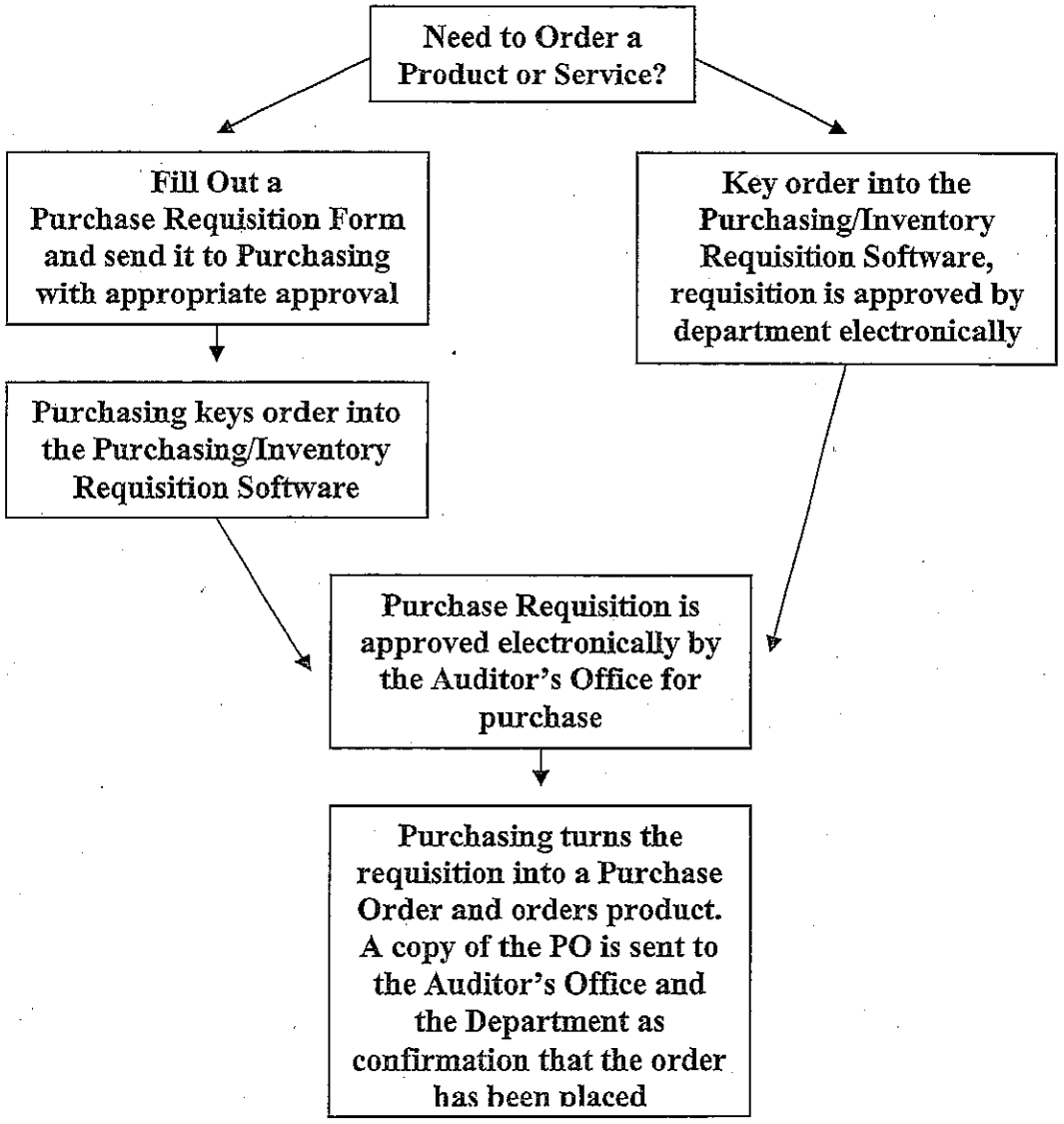
Checks are sent to the payee at the address on the invoice. If a check is to be delivered to someone other than the payee, a note containing special instructions must be attached to the invoice. If the checks are undeliverable or unidentified they should be returned to Auditing for cancellation.

A reconciliation of all outstanding Accounts Payable checks should be made every month. The reconciliation should include computer generated check and any check cancellations.

JEFFERSON COUNTY, TEXAS

ACCOUNTING POLICIES AND PROCEDURES

REQUISITION AND PURCHASING PROCESS



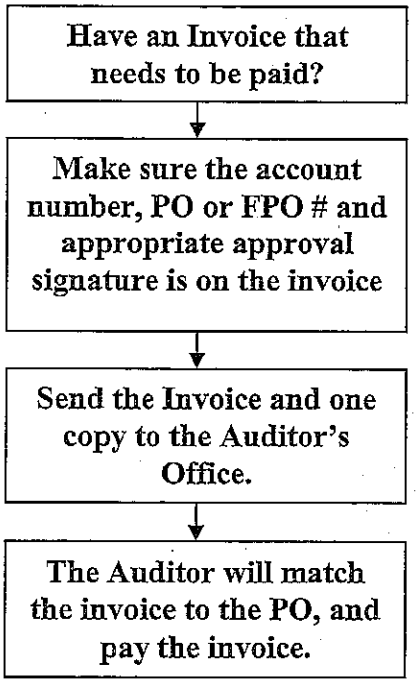
All purchases of products and services should go through the requisition process. Two exceptions apply: (1) utility payments and certain other time sensitive payments (these invoices will be paid directly by Accounts Payable from the invoice), and (2) emergency purchases, fuel, road materials, and small maintenance items (these can be put on a Field Purchase Order by calling the Purchasing Department).

Departments should make sure that purchase requisitions have the appropriate account code applied, and that the account has the funds available for the purchase. Departments should keep the copies of the Purchase Order sent to them by Purchasing to match with the invoice upon receipt. If product is not received within an appropriate time period the Department should contact the Purchasing Department with the Purchase Order number. Purchasing will then investigate the delay in delivery.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
REQUISITION AND PURCHASING PROCESS (CONT.)

The requisition process sets up encumbrances against the account that is coded on the requisition. At the time of requisition approval by the Auditor's Office, a pre-encumbrance is setup in the Purchasing System, and in the GMBA Accounting system. This shows the account balance less the impending purchase so departments know exacting how much funds they have in the account at anytime. When Purchasing turns the requisition into a Purchase Order, the pre-encumbrance is liquidated automatically, and an encumbrance is setup. Each day Accounting Reports are run by the Accounts Payable Manager in the Purchasing/Inventory System. The Accounting Reports send an Encumbrance (EN) batch to GMBA. This batch contains all the encumbrance activity of the day, and is edited and updated by the Accounting Manager on a daily basis. When an invoice is received and processed through the Purchasing System, an EN batch is sent to GMBA through the Accounting Reports process to liquidate the encumbrance.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
INVOICING PROCESS



Most invoices are sent directly to the Auditor's Office. The Auditor's Office will send the invoice out for approval to pay, and keep a copy on file. The department is responsible for making sure invoices are properly approved with a signature, that the PO or FPO number and account number are on the invoices, and that the invoice is returned to the Auditor's Office for payment. Accounts Payable processes invoices for payment on a weekly basis. All invoices must be turned into the Auditor's Office by Wednesday at noon in order for them to be paid by the following Monday.

Accounts Payable uses the Purchasing/Inventory software to process any invoices that have PO's or FPO's. The invoicing process will liquidate any encumbrance with an Encumbrance (EN) batch that was setup for the purchase, and create an Accounts Payable (AP) batch. These batches are sent to GMBA once a day on the completion of the Accounting Reports. Any invoices (i.e. utilities and other time sensitive items) that have not gone through the purchase requisition process and do not have a PO or FPO are keyed directly into the GMBA software as an AP batch. Once a week, all AP batches are edited for accuracy, and updated creating a check run.

Accounts Payable submits for checks once a week. Checks are printed by MIS. A duplicate check and the original check are processed as follows:

Duplicate checks are matched and attached to the original Invoice and other original support. As the documents are matched they are verified for correct vendor and other information. The duplicate checks and attached original support documentation are sent to Commissioners Court each Monday for final approval for payment. After Commissioners Court the duplicate checks are sent back to Accounts Payable, a numerical verification is performed,

INVOICING PROCESS (CONT.)

and the duplicates are then sent to the County Clerk for imaging. Accounts Payable receives microfilm of the checks from the County Clerk, and files the film by check number. Microfilm is kept for 5 years and then destroyed.

Original checks are received from MIS with the Treasurer's signature. The original checks are matched with the copies of the Invoices and the supporting information. After court approval, the original checks are sent to the Treasurer's Office, and mailed out to the vendor.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
VENDOR FILE MAINTENANCE

In order to make a payment, the entity you are trying to pay must have a vendor number on file. If you have checked the vendor file and determined there is not a vendor number on file, one must be added. In order to do so a W-9 with original signatures must be obtained from the vendor in question.

Who must complete a W-9?

The County is required to file 1099 Miscellaneous Income information with the Internal Revenue Service each year. In order to do this, the County needs a correct federal employer identification number (FEI) or Social Security Number (SSN) for each vendor. Form W-9 is used to gather this information. All vendors doing business with or providing a service to the County must complete and return an ***original*** W-9 to Accounts Payable.

Exception: The IRS will allow the County to accept a faxed copy of a W-9 as a substitute for an original, PROVIDED the top of the fax bears a fax imprint of the name AND fax number of the vendor.

Penalties and Backup Withholding

The IRS assesses penalties for each vendor the County fails to provide the proper information for. The amount of penalty ranges from $15 to $100 per vendor. The following is a list penalties can be given for:

- Incorrect FEI or SSN
- Missing FEI or SSN
- Incorrect or missing name (name must correspond to IRS records)
- Illegible forms

Failure of vendors to comply with W-9 requests could result in delay of payment and/or a withholding of 31%. Vendors are also subject to a 31% backup withholding if any of the following are true:

- Vendor does not supply a FEI or SSN
- The IRS has notified the County that the vendor has provided an incorrect FEI or SSN ("B" Notice)
- The IRS has notified the County that the vendor is subject to backup withholding ("C" Notice)
- Vendor has completed the W-9 FEI with "applied for" status but does not provide the new FEI within 60 days.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
CAPITALIZATION POLICY

Introduction
Jefferson County Commissioners Court recognizes the need to maintain adequate control over all of the government's resources, including capital assets, to minimize the risk of loss or misuse.

Rule of Law
Jefferson County shall follow the guidelines established by the Government Finance Officers Association (GFOA) and by the Governmental Accounting Standards Board (GASB-34).

Definitions
Capital assets or fixed assets are defined by the GFOA as "assets that are used in operations and that have initial lives extending beyond a single reporting period. Capital assets may be either tangible (i.e. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible (i.e. easements, water rights.)."

Infrastructure assets are defined by GASB-34 as "long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets and include roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems."

Capitalization Threshold of Assets
The GFOA has several recommendations for establishing capitalization thresholds for tangible capital-type items. Capital assets shall be land, buildings (and the improvements thereto that materially increase their value or useful life), and any article of tangible personal property having an original purchase price of $10,000 or more, including the purchase price and any other charges incurred to place the asset in its intended location and condition for use, and having an estimated useful life of at least two years following the date of acquisition. Capitalization thresholds shall be applied to individual fixed assets rather than to groups of fixed assets (i.e. desks, tables).

Purchase of Assets
The Jefferson County Commissioners Court must authorize the purchase of all capital assets. The purchase must adhere to the procedures established in the County's Purchasing Policy. If possible, budget planning should anticipate fixed asset additions.

Maintenance of Assets
Capital assets must be properly maintained to minimize the risk of loss or misuse. All fixed assets must be insured at the appropriate monetary level under the County's insurance policy. Maintenance agreements will be required, if applicable to the asset, after warranties expire. The Purchasing Office will conduct an annual inventory of all fixed assets on the County books.

Disposal of Assets
Removal of a fixed asset from the books will require the approval of Commissioners Court. The Court must declare an asset to be salvage or must approve the sale or trade-in of the asset.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
MONTHLY ACCOUNTING REPORTS

Each month a Detailed Budget Analysis and a Salary Detail Budget Analysis is sent to each department that is budgeted as "County Funds". These reports are sent to provide information to the department head and/or budget manager of the department about their departments budget position at the time of the reporting.

Each month Financial Statements are prepared and sent to Commissioners Court.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
FISCAL YEAR END CLOSE

The fiscal year ends on September 30 and all obligations should be liquidated by the end of the fiscal year.

Voucher registers for September should cover payments for all invoices for which goods have been received, all payrolls and all other obligations which are in order for liquidation during the fiscal year being closed.

It is not permissible to liquidate obligations due in one fiscal year out of the appropriations made for a preceding or a following fiscal year.

The Auditor's office will keep the general ledger open until all September business is properly closed out.

A year end activity schedule should be developed as early as possible for the year end closing. This schedule should include, but not be limited to:

Specific deadlines for accepting data such as purchase requisitions, purchase orders, and invoices.

Description of year end activities.

Department or person responsible for each activity.

This activity schedule should be coordinated with the Auditor's Office staff, and distributed to all appropriate departments.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
PROCEDURES FOR PETTY CASH/CHANGE FLOATS

Jefferson County departments that have a large number of ongoing minor expenses, establishing and using a Petty Cash/Change Float is more efficient than issuing a large number of small checks. Petty Cash/Change Float are to be used in those situations where there are nominal/small charges that cannot be processed in a timely manner through the normal purchasing process.

The Auditor's Office strongly recommends that all Petty Cash/Change Float monies be kept to a minimum and be stored in a secure location.

It is the responsibility of the custodian of the fund and the department head to administer these funds in accordance with the relevant policies and procedures. Petty cash requests require evidence of what was purchased (an original invoice or receipt) and evidence that payment was made.

The fund should be counted and reconciled by the fund custodian regularly. Internal petty cash counts may be requested by the Auditor's Office at any time. When a petty cash fund is counted by an auditor, the fund custodian must be present.

Petty Cash funds should not be commingled with any other funds such as other petty cash/change funds or private/personal funds.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
PAYROLL

Payroll Policies and Procedures

- Introduction
- Payroll Systems Overview
- Departmental Responsibilities
- Paychecks, Direct Deposit Notices and Earning/Benefit Statements
- Direct Deposit Authorization
- Tax Withholding
- Garnishments and Debt Payments
- Bi-weekly Procedures

Introduction

The Payroll Department is responsible for the timely and accurate payment of salaries and wages and tax withholdings for all County employees. Payroll ensures that the payroll transactions comply with generally accepted accounting principles and that all transactions are correctly posted to the general ledger. Specific responsibilities include:

- Issuing earning/benefit statements to accompany paychecks and direct deposit vouchers;
- Withholding proper taxes and establishing authorized deductions;
- Collecting and disbursing garnishments, tax liens, and child support;
- Issuing W-2's;
- Calculating and depositing all taxes;
- Administering the County's Payroll, Time Reporting and Check/Deposit Voucher Systems;
- Scheduling, monitoring and auditing system schedules and jobs related to payroll functions;
- Reconciling federal and state taxes to the County's General Ledger System;
- Preparation of State Unemployment reports;
- Issuing W-2's
- Distribution of detailed labor and accrual reports to departments;
- Tracking retirement contributions and calculating employees' maximum pretax contributions;
- Maintaining the Payroll/Personnel System.

Payroll has developed procedures to assist departments in understanding their payroll and fiscal responsibilities. Included is an overview of County systems related to payroll matters, including H.T.E.'s Payroll system, which includes payroll processing, time reporting, check printing and the reporting of payroll data in the financial systems. All County paychecks and direct deposit vouchers contain a statement reporting pay period and year-to-date earnings, deductions and benefit information. Explanations of the data reported on the earning statement are covered in these procedures. Also included are policies for check distribution, recovery of overpayments, requesting stop payments and reissuing checks and

correction of errors. Employees may have their pay directly deposited to their financial institutions. These procedures include instructions for establishing and changing direct deposit requests.

All employees are required to complete tax withholding forms. Withholding allowances determine how much tax is withheld from an employee's paycheck. Information on obtaining tax withholding certificates and for requesting changes in withholdings is contained in these procedures.

Payroll Systems Overview

The County's Payroll System supports human resource administration including employment, compensation and employment records and benefits. The system also supports payroll processing, including the collection of employees' time, calculation of gross income and net pay, validation of earnings, and the calculation of overtime defined by FLSA (Fair Labor Standards Act) requirements. The system generates the data for preparing paychecks and direct deposit vouchers.

Basic functions of the Payroll System, including position control, time reporting, benefits and deductions, labor distributions, payroll calculations, preparation of paychecks and direct deposit vouchers and posting payroll journals to the ledger are outlined below.

Position Control and Budgeting:

The Auditor's Office uses the Payroll System's position control function to define and maintain all positions and position characteristics as well as all regular and premium earnings, fringe benefits, and position labor distributions.

Payroll Interface to Chart of Accounts:

The Auditor's Office also maintains the Chart of Accounts, including defining codes for funds and activity and for translation to the General Ledger.

Biographical and Demographic Data:

Payroll enters biographic and demographic data for individuals, and make the data available for applicant and employee records.

Employee File:

Human Resources completes the hiring process and creates an employee file Status Change Form. The applicant's Status Change Form is used to enter the applicant into the Payroll system. Payroll defines and maintains leave eligibility, leave balances and review information. Biographic and demographic data is updated as necessary.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
PAYROLL (CONT.)

Job Records:

Payroll establishes job records using position and employee information. The employee's work history is recorded in the Status History file of the Payroll System.

Benefits and Deductions:

Risk Management and the Human Resources departments define and maintain employee and retiree benefit plans. Associated payroll deductions are established. The Risk Management Department is responsible for maintaining and notifying the Payroll Department of any changes in benefit- related deductions (health insurance, flex-fund, life and disability insurance). Payroll is responsible for payroll-related deductions (federal and local taxes, FICA and medicare, garnishments, union dues and United Way contributions).

Labor Distributions:

Labor distributions are defined on the position record and default to the job record where the labor entries may be overwritten. Labor entries on the job record may likewise be overwritten when hours are reported to Payroll for processing. Because bi-weekly time and attendance is processed through the Payroll System, all labor distributions defined in Time Reporting will overwrite the distributions on the job and position record for the current pay period.

Job Status History:

Job History data is automatically created and maintained. Job history records job-related employee information including: employee class, status, grade, and salary/wage information.

Payroll Processing:

Payroll initiates the payroll process, copies employee records and creates a file ready to process hours, salaries and deductions.

Payroll System Interface to Time Reporting (time and attendance data):

Departments can electronically submit time and attendance through the Time Reporting System or manually submit time sheets to the Payroll department. Payroll reviews data transmitted by the many reporting offices to insure all departments have transmitted time and the files are reasonable.

Pay History:

A complete history of all pay calculations and adjustments is maintained for use in compliance with federal, state and local tax requirements.

Payroll Proof and Validation:

Payroll schedules system processes to proof and validate entries, and calculate all earnings and deductions.

Payroll System Interface to Check Management (check and direct deposit data):

Once the payroll calculation is complete, Payroll authorizes the processing of checks and direct deposits and processes a direct deposit file and a direct deposit report of deposit information to transmit to the banks. Payroll also runs processes to create the check and direct deposit files to print of checks.

Payroll System Interface to the General Ledger System:

Payroll updates the payroll files, moving current totals to year-to-date totals in the employee files, produces payroll and deduction registers and authorizes the financial process to update the General Ledger.

Departmental Responsibilities

Departmental Responsibilities

The County has an obligation to pay employees for services performed during the pay period on the established payday. Accurate and timely reporting of an employee's time and attendance is the direct responsibility of the employee's immediate supervisor. This responsibility includes the following:

Being familiar with the County's policies which govern hours worked, overtime pay, compensatory time, sick leave and holiday pay defined in Section 10 of *The Jefferson County Personnel Policies/Practices and Procedures Manual.*

Applying the County's Personnel Policies uniformly and consistently.

Informing employees of departmental rules and practices relating to time and attendance.

Assuring that employees comply with County and departmental policies and practices.

Ensuring that all required hiring documents are prepared accurately and timely for all new employees. Verifying that employee data is reflected in the County systems so that the employee's time can be entered on the first day of work.

Reviewing pay reports regularly and correcting any errors or missed entries on a timely basis.

Assuring that accrued annual and sick leave is properly recorded and maintained on the employees' leave records.

Transmitting accurate Pay Reports to Payroll before the established deadlines.

Reviewing labor and budget performance reports promptly. County policy requires departments to review their fiscal reports for accuracy and to correct any accounting errors in a timely manner.

Departments should separate the duties of time reporting, preparing personnel documents and picking up payroll checks.

Departments must act to protect the confidentiality of payroll data contained on labor and other payroll reports.

Undelivered paychecks and direct deposit vouchers must be adequately secured by storing them in a locked and secure file, desk, cabinet, etc.

Paychecks, Direct Deposit Vouchers and Earning/Benefit Statements

General Information
Paychecks and Direct Deposit Vouchers are distributed based on the department code defined in the Payroll System. The department number will appear directly below the employee's name on the paycheck.

Payroll issues a payroll schedule each fall shortly after Commissioners Court distributes the Holiday schedule. The payroll schedule provides the deadlines for submitting time and attendance records and the pay dates for the fiscal year. Generally, in pay periods without a holiday employees are paid every other Friday. There is a two week lag in the pay cycle.

Departmental Check Pickup
A designated employee picks up paychecks from the Treasurers Office.

The designated employee safeguards any undelivered checks by storing them in a locked and secure file, desk, cabinet, etc.

Early Pickup of Checks
Departments may pick up payroll checks from the Treasurers Office after 2 p.m. on the day before the pay date.

Outstanding Payroll Checks
The Treasurer's Office monitors checks that have been issued, but not presented for payment. If a payroll check has not been cashed within 90 days of the issue date, damaged or misplaced, you must notify Payroll so that a Stop Payment can be placed on the original check and a replacement check can be issued. A replacement check will be issued within 24-48 hours after placing the Stop Payment.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
PAYROLL (CONT.)

Earning/Benefit Statement (Paycheck stub)
All County paychecks and direct deposit notices include information related to pay period and year-to-date earnings and deductions. The information below defines the data provided in each block of the Earning/Benefit Statement.

HOURS AND EARNINGS:
Current pay period and year-to-date hours and earnings are reported by earning type. The Hours and Earnings section of the statement

PRETAX ITEMS:
Pretax items represent deduction/withholding items not subject to tax and are subtracted from the actual gross pay to determine the taxable gross earnings. Examples of pretax items include applicable retirement and health insurance deductions/withholdings.

NONCASH TAXABLE BENEFITS:
These items are included in the taxable gross earnings but not in the net pay amount. An example is the value of group term life insurance premiums over $50,000.

TAXES
These items represent employee withholding/deductions such as FICA (old age and Medicare), federal and state taxes.

AFTERTAX DEDUCTIONS:
These items represent deductions taken that do **NOT** affect the taxable gross earnings. Deductions for credit union deposits, United Way contributions, and child support are included under this heading.

OTHER INFORMATION:

The statement also contains the following information:

- Social Security Number and Name of Employee
- Check Pay Date, and Pay Period Dates
- Accrual information on Vacation, Sick Leave, Compensatory Time, and Personal Leave

Direct Deposit Authorization

Direct Deposit Authorization
The County offers direct deposit of net pay to any financial institution in the United States. With direct deposit, an employee may have a fixed amount deposited to a checking or savings account. Direct deposit assures that employees' paychecks are in their checking or savings accounts on payday even if they are sick or on vacation. All employees of the County are eligible for direct deposit.

Each payday, employees who have elected direct deposit will receive a Notification of Direct Deposit, along with an Earning and Benefit Statement. **Any paychecks issued as a result of a payroll adjustment will always be issued to the employee as a check.**

To arrange for direct deposit, employees simply complete and sign a Direct Deposit Authorization form and attach a voided check. The form may be obtained from Payroll Services. Once the authorization is received by Payroll Services, it may take one pay cycle to become active. A separate authorization form is required for each account designated to receive a direct deposit.

Tax Withholding

General Information
All employees are responsible for completing the proper tax forms and for notifying the County promptly of any changes in their tax status (i.e. changes in residence, changes in withholdings, etc.).

Tax Forms
All employees must complete a W-4, *Employee Withholding Certificate* to establish the amount of tax to be withheld. Withholding allowances determine how much income tax is withheld from each paycheck. Employees may obtain these forms from Payroll Services

Changing Tax Information
If an employee wants to change the current number of exemptions, a new W-4, *Employee Withholding Certificate* must be completed and returned to Payroll Services. During the year, an employee may change the number of withholdings by submitting a new W-4. Payroll Services will enter the change into the Payroll System. The change will be reflected in the first or second payroll check following the request, depending on the timing of the request during Payroll System's processing cycle.

Exemption From Withholding

Claiming Exemption From Withholding

Employees who meet IRS guidelines may claim exemption from income tax withholding. Information on claiming exemption from withholding can be found on the tax forms. By claiming this exempt status, no federal or state taxes will be withheld.

Mandatory Renewal of Exemption From Withholding

Exemption from withholding expires at the end of the calendar year. Each calendar year, employees must file new tax forms to claim the exempt status in order to maintain the exempt status for the upcoming year. If an employee's exempt status is not renewed, the County must begin withholding income taxes at the single and zero (0) exemption rate.

Garnishments and Debt Payments

General Information

A garnishment is a levy against an employee's wages, salary or other income. A garnishment is usually mandated by the court system and requires the employer to deduct a certain amount from the employee's wages and issue a check to the garnishor. Payroll Services will notify an employee of a debt withholding concerning a garnishment, tax lien, bankruptcy, or wage assignment. The employees should also receive prior notification of a debt collection by the issuing court or authorized agency.

Garnishment

A garnishment summons is issued by a General District Court on behalf of a creditor to recover a legal debt owed by an employee. The County is legally bound to withhold or garnish an employee's wages as instructed by the court. Payroll Services will continue to garnish wages until either the entire amount is satisfied, the due date on the garnishment summons is reached, or the garnishment is released by the court by written notification. Payroll Services will remit the withheld garnishment amounts to the appropriate court on behalf of the employee.

Bankruptcies

A bankruptcy decree is issued by a United States Bankruptcy Court on behalf of an employee to prevent further voluntary or involuntary debt collections.

Chapter 7 Bankruptcy:

Generally, a Chapter 7 Bankruptcy decree accompanied by an Order Staying Levy or Garnishment stays any existing or future garnishments or liens against an employee's wages for a specific time period.

Garnishment or tax levy funds withheld by the County following the bankruptcy petition date are remitted to the employee. Debt funds withheld before the petition date that have not been remitted will be remitted according to the Bankruptcy Court's instructions.

Chapter 13 Bankruptcy:

A Chapter 13 Bankruptcy decree accompanied by an Order Staying Levy or Garnishment stays any existing or future garnishment or lien against an employee's wages until release.

Debt funds held by the County are remitted to an appointed trustee as instructed by the Bankruptcy Court. Additionally, Payroll Services may be ordered to withhold a specified amount from an employee's paycheck for a specific time period and remit the funds to the trustee.

Tax Liens
Tax liens are issued by the IRS and state tax departments to recover delinquent taxes, penalties, and interest charges.

Federal Tax Levy
The County is required, by law, to withhold wages for an IRS tax levy based on the number of exemptions claimed by an employee. Payroll Services will notify an employee of a federal levy and the need to complete the Statement of Personal Exemptions portion of the levy document. Payroll Services will start to withhold at the maximum rate if the exemption statement is not completed. Payroll Services will continue to withhold for a federal tax levy until it is released by written notification from the IRS or an Order Staying Levy or Garnishment from a bankruptcy court.

Wage Assignments
A wage assignment is a voluntary withholding of a specific amount of wages between an employee and a creditor to satisfy a debt payment. Wage assignments most frequently are payments to the Department of Social Services for child support payments. Payroll Services will withhold a specific dollar amount each pay period to satisfy the wage assignment agreement and remit the amounts as they are withheld.

Bi-Weekly Procedures

General Information
A time document is turned in by all employees within each department. From these, a time sheet is prepared and approved by the department payroll contact for each employee.

Approved time sheets are received by the Payroll Department by the close of the third business day after the time cutoff. Each department payroll contact includes a batch totals worksheet for all time sheets submitted. The Payroll Department will begin to key and reconcile all time sheets on a departmental basis, except for departments that key their own time and payroll reconciles to submitted batch totals. This process takes several days to complete.

After all time sheets are entered and reconciled in the HTE Payroll Module software, the payroll checks are submitted for printing by the Payroll Department. The checks and the direct deposit

vouchers are printed by MIS. Physical control over the check stock is maintained by MIS. Unused checks are kept in a locked cabinet and locked closet with restricted access to the key.

The payroll checks are then taken to the County Treasurer's Office by MIS where they are signed via a check signing stamp machine. The Treasurer's Office has possession and security of the check signing plate and uses it to sign all computer checks. The County Auditor and the Treasurer have facsimile signatures on this plate. The payroll checks and direct deposit vouchers are distributed to all departments by the Treasurer's Office.

The Payroll/Personnel module accumulates the payroll distribution data in a batch journal entry and passes it to the general ledger. This is put in a holding file and reviewed by the Accounting Manager who makes any posting error corrections. After approval by the Accounting Manager the entry is posted to the general ledger.

The County Treasurer's Office reconciles the payroll back account monthly and keeps the bank statements on file along with the canceled checks.

A "cover" check is cut on the operating account after each payroll for the net payroll balance and sent to the Treasurer's Office for signature. The check is deposited by the Treasure's Office in the payroll account.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
BUDGET POLICIES & PROCEDURES

The overall goal of the County's budget policy and procedures are to establish and maintain effective management of the County's financial resources. Formal policy statements and major objectives provide the foundation for achieving this goal. Accordingly, this section outlines the policies and procedures used in guiding the preparation and management of the County's overall budget and the major objectives to be accomplished.

The County follows the policies below in establishing the budget.

- The budget will be prepared in such a manner as to facilitate its understanding by citizens of the County, elected officials and employees.

- Financial information systems will be maintained to monitor operations of the County on an ongoing basis. Also, the accounting and financial reporting systems will be maintained in compliance with current generally accepted accounting principles.

- The budget will be structurally balanced; all recurring expenditures will be supported by recurring revenues.

- All County positions will be fully funded in the budget. All classification changes will be approved during Budget Hearings.

- The Auditor's Office will review all departmental budgets to identify possible increases or reductions, and will analyze all budget requests in detail.

- The budget will provide for adequate maintenance of capital, infrastructure, and equipment and for their logical replacement. No "carryover" capital outlay will be budgeted unless specifically approved by Commissioners' Court during the current year's budget hearings.

- The County will continue to adhere to a healthy financial reserve position. Expenditures budgeted will not exceed the budgeted revenues and existing reserves.

- Long-term debt will not be issued to finance current operations.

- The County will establish an appropriate mix of general fund transfers, state grant funds, and general obligation debt in the funding of capital projects.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
BUDGET POLICIES & PROCEDURES (CONT.)

The County follows the procedures below in establishing the budget.

- Jefferson County's fiscal year begins on October 1st each year and ends on September 30th. The budget process for each upcoming fiscal year begins in May with the preparation of Budget Workpapers, which are distributed, to all County Departments. Each department is asked to project their financial requirements for the upcoming year. The Budget Workpapers are a guide for initial budget requests.

- Departmental annual budget requests are then submitted by the Department or Agency Head to the County Auditor in June. The County Auditor compiles the initial requests, and in July, budget hearings are held for each department. Commissioners' Court, which includes the County Judge and the four County Commissioners, oversee the Budget Hearings. These hearings give Department Heads the opportunity to discuss with Commissioners' Court any changes in their budget, and items that are a priority. The public is invited to attend all budget hearings, which are posted according to the Open Meetings Act.

- In conjunction with compiling departmental budget requests, the County Auditor prepares an estimate of available resources in each fund for the upcoming fiscal year. Expenditures budgeted in the various funds may not exceed the fund balances as of the first day of the fiscal year plus the anticipated revenue for the year as estimated by the County Auditor.

- In August, the County Auditor prepares the proposed annual operating budget to be presented to the Commissioners Court for their consideration. The budget represents the financial plan for the new fiscal year. Public hearings are held on the proposed budget.

- The Commissioners' Court must adopt an annual operating budget by a majority vote of the Commissioners' Court before October 1. The adopted budget must be balanced; that is, available resources must be sufficient to support annual appropriations. Accountability is then required for operations to remain within available resources.

- The department is the legal level of budgetary control. Total expenditures cannot exceed the final appropriation once the budget has been adopted. Commissioners' Court can amend the total appropriations for an individual fund. To comply with expenditure limitations, when one fund's total appropriation is increased, another fund's appropriation must be reduced by an equal amount. Commissioners' Court may also approve the transfer of appropriations within funds. All such amendments require Commissioners' Court approval.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
BUDGET POLICIES & PROCEDURES (CONT.)

- The County uses funds to report its financial position and results of its operations. Funds for budget purposes are classified as Governmental and Fiduciary. Governmental Funds are used to account for the majority of the County's general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The General Fund is used to account for all activities of the County not accounted for in any other fund. Proprietary Funds are used to account for activities similar to those found in the private sector (Enterprise Funds), where the determination of net income is necessary and/or useful to sound financial management.

- Annual budgets are legally adopted for the General Fund, Debt Service Fund and the Enterprise Fund. Budgets for Special Revenue Funds are established pursuant to statute guidelines, and budgets for Capital Projects are established on a project basis.

- All transactions affecting the acquisition and disposition of anything of value by the County are recorded in detail in the accounting system adopted by the Jefferson County Auditor.

- The budgets of general government type funds (i.e. General Fund and Special Revenue Funds) are prepared on a modified accrual basis. Briefly, this means that obligations of the County are budgeted as expenditures, but revenues are recognized only when they are measurable and available.

- Proprietary fund types (i.e. Enterprise Funds) for budget purposes utilize the accrual basis of accounting. Under this method revenues are recorded when earned and expenses are recognized when they are incurred.

- Encumbrance accounting is used for all funds. Encumbrance accounting means that an estimated cost is recorded on the books at the time of an order of goods and services so that all obligations are booked. When the actual cost is known, it is booked, and the encumbrance is reversed. All encumbrances lapse at year-end for all budgeted funds.

- The Comprehensive Annual Financial Report (CAFR) shows the status of the County's finances on the basis of "generally accepted accounting principles" (GAAP). Budgets are prepared on a basis consistent with GAAP.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
BUDGET POLICIES & PROCEDURES (CONT.)

The County follows the procedures below in making amendments to the budget.

- ⌘ Budget amendments are initiated by the departments seeking extra funding. The department should send the request for the budget amendment in writing to the Auditor's Office. The request should detail the amount of the amendment, and reasoning behind the request.

- ⌘ The Auditor's Office will review the request for reasonableness, and either put the request on the agenda for court approval or deny the request.

- ⌘ Budget amendments must be approved by Commissioners Court.

- ⌘ After approval, amendments are keyed into the GMBA system with a Budget Amendment (BA) batch by the Accounts Payable manager. The batch will be edited and updated thus releasing the funds.

JEFFERSON COUNTY, TEXAS
ACCOUNTING POLICIES AND PROCEDURES
TRAVEL POLICIES AND PROCEDURES

The Travel Policy and Procedures are now included in the Personnel Policy Manual. Please refer to section 17 at the following site: http://co.jefferson.tx.us/employ/PersonnelPolicies.htm

CASH ADVANCE POLICIES

The Cash Advance Policies are now included in the Personnel Policy Manual. Please refer to section 18 at the following site: http://co.jefferson.tx.us/employ/PersonnelPolicies.htm

GRANT CASH MANAGEMENT POLICY

CASH MANAGEMENT. Jefferson County has implemented the following procedures to minimize the time elapsing between the transfer of funds from the grantor agency and disbursement by Jefferson County.

1. In an effort to minimize the time lapse between the transfer of funds from the grant sources and the disbursement of said funds by Jefferson County and subgrantees, requests for funds are to be made as close as possible to the time of making related disbursements. Jefferson County requires the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable the county to prepare complete and accurate cash transactions reports to the awarding agency.
2. Jefferson County will monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as applied to advances to the grantees.

GRANT INTEREST POLICY

INTEREST EARNED ON GRANT ADVANCES. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), or otherwise dictated by grant documentation, Jefferson County and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to the granting agency. Jefferson County or subgrantee may keep interest amounts up to $100 per year for administrative expenses.

GRANT EXPENDITURE POLICY

POLICY: Jefferson County, Texas will assure grant expenditures are allowable, necessary and reasonable in the operation of the grant organization except in unusual circumstances or exceptions to the listed characteristics in the Uniform Grant Management Standards.

PROCEDURE GUIDELINES:

To determine the allowable cost, the following criteria should be met:

a. Be necessary and reasonable for proper and efficient performance and administration of Federal or state awards;
b. Be allocable to Federal and state awards;
c. Be authorized and not prohibited under State or local laws or regulations;
d. Conform to any limitations or exclusions set forth in Federal or state laws, meet terms and conditions of the Federal or state award, or other governing regulations as to types or amounts of cost items;
e. Be consistent with policies, regulations and procedures that apply uniformly to both Federal or state awards and other activities of the governmental unit;
f. Be accorded consistent treatment. A cost may not be assigned to a Federal or state award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal or state award as an indirect cost;
g. Except as otherwise provided, be determined in accordance with generally accepted accounting principles;
h. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal or state award in either the current or a prior period, except as specifically provided by law or regulation;
i. Be the net of all applicable credits;
j. Be adequately documented. Documentation required may include, but is not limited to, travel records, time sheets, invoices, contracts, mileage records, billing records, telephone bills, and other documentation that verifies the expenditure amount and appropriateness to the grant.

A cost is reasonable, if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. To determine reasonableness of a given cost, consideration shall be given to:

a. Whether the cost is a type generally recognized as ordinary and necessary for the operation of the grant award;
b. The restraints or requirements imposed by such factors as: sound business practices; arms length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the award;
c. Market prices for comparable goods or services;

d. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the organization, the public at large, and the state or federal government;
e. Significant deviations from the established practices of the organization which may unjustifiably increase the award cost.

Allocable Costs:

a. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with the relative benefits received.
b. All activities which benefit the organization's indirect cost, including unallowable activities and services donated to the organization by third parties, will receive an appropriate allocation of indirect costs. For example, the fair market value of volunteer services contributed to a project need to be included in the allocation. Unallowable cost have to be included to ensure that the organization does not pay a disproportionate share of project costs by having such cost "backed out" prior to allocating cost among funding sources.
c. Any cost allocable to a particular award or cost objective may not be charged to other federal or state awards to overcome deficiencies, to avoid restrictions imposed by law or terms of the award, or for other reasons. However, this prohibition would not preclude the organization from shifting costs that are allowable under two or more awards in accordance with existing program agreements.
d. Where accumulation of indirect costs will ultimately result in charges to an award, a cost allocation plan will be required.

Applicable Credits:

a. Applicable credits refer to those receipts or reduction of expenditure-type transactions that offset or reduce expense items allocable to award as direct or indirect costs. Examples of such transactions are: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the organization relate to allowable costs, they shall be credited to the award as a cost reduction or cash refund, as appropriate.
b. In some instances, the amounts received from awards to finance activities or service operations or the organization should be treated as applicable credits.

Grant Sub Recipient/Sub Grantee Monitoring

When the County acts as Grantee, the County will

(1) Ensure that every subgrant agreement includes a provision for compliance by the subgrantee with the specific grant program requirements,

(2) Ensure that subgrantees are aware of requirements imposed upon them by Federal/State statutes and regulations.

(3) Monitor subgrant supported activities to assure compliance with applicable Federal/State requirements and that performance goals are being achieved. Subgrantee monitoring must cover each program, function or activity.

SECTION II: INTERNAL CONTROLS - ATTACHMENT #II – QUESTION 6 – RECEIVE CASH LISTING:

ADULT PROBATION/COMMUNITY SUPERVISION

Beaumont Office

Sandra McIntyre	Cashier
Susan Abshire	Receptionist
Marla Richard	Bookkeeper
Brenda Walden	Bookkeeper
Jennifer Gomez	Intake Clerk (back up)
Loretta Havard	Intake Clerk (back up)
Aiesha Jones	Group Reporting/Intake Clerk (back up)
Shannen Shapiro	Administrative Assistant (back up)
Brenda Davis	Administrative Assistant (back up)
Peggy Harrison	Supervisor
Pam Stewart	Data Control Manager
Shalon Marks	CSO (back up)
Sherry Sterling	Administrative Assistant (back up)
Kimberley Valdez	Administrative Assistant/Benefit Cord.
Jerry Johnson	Director
Donna Kountz	Assistant Director

Port Arthur Office

Patrice Minard	Cashier
Kashunda Richard	Receptionist
Kim Cooper	Cashier (back up)

WOMEN'S CENTER STAFF WHO MAY HANDLE CASH

Name:	Position:
Kimberly Atkins	Program Director
Ericka Boudreaux	Residential Monitor
Ella Brouchet	Residential Monitor
Theresa Carrier	Residential Monitor
Shemeka Collier	Residential Monitor

Mary Darby	Employment Specialist
Erica Deal	Residential Monitor
Sharon Eli	Residential Monitor
Pamela Fulton	Residential Monitor II
Constance Gregory	Residential Monitor
Debra Hoose	Bookkeeper
Lashanda Johnson	Residential Monitor
Elizabeth Moore	Residential Monitor
Latasha Richardson	Residential Monitor
Isabella Stewart	Residential Monitor
Kristin Thibeaux	Administrative Assistant
Patricia Williams	Residential Monitor

All staff may potentially handle cash in the Women's Center. Cash in the facility consists of tips, cashed paychecks, personal money brought in by friends or family members, petty cash and work expense. Staff who handle cash daily are the Residential Monitors who take the cash at the front desk, the secretary who prepares the deposit and the Bookkeeper who rechecks the deposit. The Secretary is the custodian of the petty cash and the Bookkeeper is the custodian of Work Expense. Cash may be handled 24 hours a day, seven days a week.

Attachment# II-25

Purchase order numbers are assigned sequentially by the computer system.

ATTACHMENT #II – 26:

Supporting records are kept and filed in check number order monthly. A copy of the check is attached to the original documentation when processed for payment. Cancelled check copies are obtained via bank internet site, CD, or stored files sent to the county by the banking institution. Purchase orders and Field Purchase orders must be entered, approved, and attached or electronically entered before payment is processed. All check copies and supporting payment documentation is also imaged and electronically stored within the Jefferson County computer network.

ATTACHMENT #II – 31 - SECURITY COMMENTS

Access to main courthouse is controlled at main entrance with a security system and scanners. All other courthouse access is limited to only Jefferson County employees with issued key access cards. The Auditor's Office is staffed with a receptionist on duty at the front desk from 8:00 a.m. until 5:00 p.m. The Auditor's Office is locked after hours to prevent access to and safeguard records. Confidential records are properly stored in file cabinets and cannot be accessed unless approval is given during working hours after notification from the receptionist at the front desk.

ATTACHMENT II - 33

DUE DATE: _____

NAME: _____ PAY PERIOD: _____

	( )			( )	
	( )			( )	
	( )			( )	

JEFFERSON COUNTY, TEXAS
TRAVEL EXPENDITURE CLAIM FORM

Traveler's Name: _____ **Department:** _____

REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICIAL BUSINESS:

Date	Description of Items (Include Only Such Items For Which Receipts Are Attached)	Lodging		Meals		Transportation		Miscellaneous	
	*Attach Cash Advance								
Subtotals		$		$		$		$	
Total Travel								$	
Less: Cash Advance								$	
Amount Due To (Payable From) Traveler								$	

Purpose of Travel: _____

_____

Place of Departure: _____ **Destination:** _____

Time of Departure and Date: _____ **Time of Return and Date:** _____

Department: _____ **Expenditure Account #** _____

The undersigned hereby certifies that expenditures as listed hereof were incurred while on official County business only, and that such items were actually paid by him/her in cash and he/she has not received reimbursement thereof or for any part thereof **(if Travel Cash Advance was received, a copy of such cash advance is attached).**

Traveler's Signature: _____ **Date:** _____ **Title:** _____

Department Head/Designee Authorization for Reimbursement

Signature: _____ **Date:** _____ **Title:** _____

P-0007

JEFFERSON COUNTY
MILEAGE STATEMENT PRIVATE VEHICLE

NAME _____ TITLE _____

ADDRESS _____

DEPARTMENT _____ APPROVED BY _____

DATE	SPEEDOMETER READING BEGINNING	ENDING	MILES TRAVELED COUNTY	PERSONAL	PURPOSE OF TRIP COURT, DOCKET NOS. DESTINATION, ETC.

JEFFERSON COUNTY PURCHASING DEPARTMENT

INVENTORY CONTROL FORM
NEW INVENTORY RECEIVED

Date: _____

Department: _____

Contact Person: _____

Phone: _____

Fax: _____

Extension No.: _____

Description of Property	PO #	Invoice #	Asset Value	Serial Number	Asset #

ATTACHMENT #II - 42

08/13/14 11:13:26 Assets for Cost Exceding $5,000.00 and Controlled Assets PAGE 1
(Status: A=Active only)
(Query: FA100APPUR)

ITEM LOC	LOCATION DESC	ASSET NO.	IMPROV NUMBER	STATUS	PURCHASE DATE	DISPOSAL DATE	ITEM DESC
	TYPE SERIAL NUMBER		PURCHASE COST				
	LINE1						

refunding bonds, or other indentures for the purpose of existing revenue bonds, or to an encumbrance that did not exist on the date the lease or agreement was executed.

(b) A lease under this subchapter must specifically provide that the real property subject to the lease is not encumbered or mortgaged by the lease or by any agreement executed in connection with the lease.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.104. Lending Credit

A county executing a lease under this subchapter may not in any way lend its credit to an individual or a private corporation or association in connection with the lease.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.105. Conditions of Lease

(a) A lease under this subchapter may initially be effective for the term of a mortgage covering the construction of the hotel and related facilities. The lease may provide to the parties constructing, owning, or operating the hotel or related facilities an option to renew the lease.

(b) The lease must be made on a competitive bid. Consideration for the lease may not be less than the fair market lease value of the property and air rights being leased.

(c) The parties to the lease mutually shall determine the other conditions of the lease.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.106. Sale

(a) The commissioners court of a county may sell land owned by the county and the air rights above the land to an individual or a private corporation or association if:

(1) all existing revenue bond obligations encumbering the land have been fully discharged as to bondholders;

(2) a hotel has been built on the land in conjunction with an existing convention center and the hotel has been operated continuously for at least five years from its inception;

(3) the parties to an existing lease of land mutually agree to the sale of the land and the air rights; and

(4) the county receives an amount for the land and air rights that is fair under the market conditions existing at the time of the sale.

(b) The commissioners court may impose deed restrictions or reverters to preserve the use of the land for a purpose consistent with the construction, expansion, ownership, and operation of a hotel and related facilities in conjunction with a convention center.

(c) A sale of land under this subchapter may include land appurtenant to the land on which the hotel or related facilities have been built.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.107. Expenditure of Tax Funds

In an agreement authorized by this subchapter, the commissioners court of a county may spend tax funds consistent with state law but must limit each commitment or expenditure of tax funds associated with the agreement to an amount available from current revenues of the county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

§ 263.151. Definitions

In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(b), eff. Aug. 28, 1989.

§ 263.152. Disposition

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not neces-

sary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, § 2; Acts 2003, 78th Leg., ch. 345, § 3.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, § 8, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, § 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, § 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, § 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, §§ 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, §§ 1, 3, eff. June 18, 2003; Acts 2007, 80th Leg., ch. 1233, § 2, eff. June 15, 2007; Acts 2009, 81st Leg., ch. 981, § 1, eff. Sept. 1, 2009.

§ 263.153. Notice

(a) The commissioners court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the county.

(b) The notice must be published on or after the 30th day but before the 10th day before the date of the sale.

(c) A county that contracts with an auctioneer licensed under Chapter 1802, Occupations Code, who uses an Internet auction site offering online bidding through the Internet to sell surplus or salvage property under this subchapter having an estimated value of not more than $500 shall satisfy the notice requirement under this section by posting the property on the site for at least 10 days unless the property is sold before the 10th day.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 2009, 81st Leg., ch. 1150, § 1, eff. June 19, 2009.

§ 263.154. Rejection of Offer

The commissioners court or its designated representative conducting the sale may reject any offer to purchase surplus or salvage property if the court or representative finds the rejection to be in the best interests of the county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.155. Record

(a) The commissioners court shall keep a record of each item of surplus or salvage property sold and the sale price of each item.

(b) The commissioners court shall keep for one year, a record of each item of surplus or salvage property destroyed or otherwise disposed of.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(c), eff. Aug. 28, 1989.

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JEFFERSON COUNTY PURCHASING DEPARTMENT

AUCTION OF SURPLUS PROPERTY

Date: _____

Department: _____

Contact Person: _____

Phone: _____

Fax: _____

Department Head Approval: _____

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: _____

Department: _____

Contact Person: _____

Phone: _____

Fax: _____

Department Head Approval: _____

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property

PURCHASING DEPARTMENT

TRANSMITTAL FORM

MOVABLE PROPERTY SURPLUS/TRANSFER REQUEST FORM

(Use a Separate Form for Different Dispositions)

1. The following department requests transmittal of property as described.

Department Name: _____ Date: _____

Approved by: _____ Phone: _____ Fax: _____

Requested disposition:

- ☐ Transfer items to Purchasing Department Property Control.
- ☐ Transfer tagged property to Department.

Note: If property has already been moved, completion of #3 below is required.

Property No.	Description of Property	Location	Condition

Forward this form to Purchasing when section above is complete.

2. MIS Department approval (for computer and computer-related equipment)

- ☐ Equipment is usable for another department.
- ☐ Equipment is usable for parts.
- ☐ Equipment is unusable or obsolete.

Forward this form to Purchasing when section above is complete.

3. Disposition by Purchasing

- ☐ Surplus.
- ☐ To be transferred to another department as indicated.
- ☐ Scrap.

Authorized by Purchasing Dept. _____ Date _____

4. Maintenance Department Action

Item(s) moved by: _____ Date _____

5. Receiving Department Action

Received by: _____ Date _____

Forward this form to Purchasing when section above is complete.

ATTACHMENT #II – 48:
Written policy distributed to all CPS staff via email from DFPS Contract Manager. Includes instructions for completing "Request for Assistance" form, verification of Title IV-E eligibility, and submission of receipts for purchases made.

ATTACHMENT #II – 51
CPS caseworker or DFPS/CPS liaison emails Request for Assistance to Melanie Banta, Billing Clerk. Mrs. Banta prepares check according to details on request form (payee, purpose, etc.) and mails or holds for pickup (per instructions on request form).

ATTACHMENT #II – 52
Original documentation maintained by Mrs. Banta includes the request form, original receipts/invoices, cancelled checks, bank statements, Title IV-E eligibility report, copy of billings submitted, and any other related documentation.

ATTACHMENT #II – 56
Only allowable expenses indicated on the billing worksheets are billed. If any questions regarding allowability, Mrs. Banta requests clarification from DFPS Contract Manager.

ATTACHMENT #II – 57
Statement received from the treasurer of The Jefferson County Child Welfare Board attached with this completed form. All raised or donated funds used as certified match for the County Title IV-E Voucher are unrestricted funds.

ATTACHMENT #II – 58
Request form submitted by CPS caseworker indicates eligibility of child. In preparing the billing, Mrs. Banta, Billing Clerk, reviews Title IV-E eligibility report provided by DFPS Contract Manager to verify eligibility of each child billed.

9-5-2018
SPOKE TO MELANIE BANTA 10:58 AM
SPOKE TO JOAN SHEEHAN 11:28 AM
SPOKE TO SHARI PULLIAM 11:45 AM
UNABLE TO SPEAK TO CHARLES LOUWERSE SR.
ALL ANSWERS FROM QUESTIONS SENT VIA EMAIL IN 2013 ARE THE SAME. (SEE ATTACHED EMAILS)
Harry Schoppe

ATTACHMENT #II - 57

Mr. Schoppe,

1. The funds raised come from individuals, businesses, and jury fees donated by jurors.

2. These monies are unrestricted funds used for certified matches on items that the kids need and the state doesn't pay for.

3. We don't receive any federal grant money or FGC money.

4. I maintain the books for the Jefferson County Child Welfare Board but I am not authorized to sign the checks.

If you have any questions please contact me at (409) 721-5223. Thank you for your time and help.

Sincerely,

Melanie Banta
Treasurer – Jefferson County Child Welfare Board

Harry Schoppe

From: Conner,Julia B (DFPS) [Julia.Conner@dfps.state.tx.us]
Sent: Wednesday, January 30, 2013 2:00 PM
To: Harry Schoppe
Subject: RE: Internal Control Questions and Practices

This will work! Thanks, Harry. ☺

From: Gulf Coast Specialties [mailto:gulfcoastspec@att.net]
Sent: Wednesday, January 30, 2013 1:56 PM
To: 'Joan Sheehan (Jefferson President)'; Pulliam,Shari M (DFPS); 'Melanie Banta'; Harry Schoppe
Cc: Conner,Julia B (DFPS)
Subject: Re: Internal Control Questions and Practices

Harry,

Charlie Louwerse and I (Melanie Banta) both have answered the following questions for you.

--- On **Wed, 1/30/13, Harry Schoppe** <*hschoppe@co.jefferson.tx.us*> wrote:

> From: Harry Schoppe <hschoppe@co.jefferson.tx.us>
> Subject: Internal Control Questions and Practices
> To: "'Joan Sheehan (Jefferson President)'" <jsheehan@iasishealthcare.com>, "'Pulliam,Shari M (DFPS)'" <Shari.Pulliam@dfps.state.tx.us>, "Melanie Banta" <gulfcoastspec@att.net>, "'Melanie Banta'" <melaniebanta@att.net>
> Cc: "Julia Conner" <JULIA.CONNER@dfps.state.tx.us>
> Date: Wednesday, January 30, 2013, 11:51 AM
>
> Joan, Shari , Charlie, and Melanie,
>
> DFPS has sent Jefferson County an updated Internal Control Structure Questionnaire (ICSQ) to complete and return to Julia Conner . I need your help in answering three of the internal control questions and practices.

The question is about the checks and the checkbook used to pay the expenses for the CPS children and Child Welfare Board.

Does anyone make any check payable to CASH? Charlie - NO / Melanie - NO

Does anyone ever remove a blank check from the checkbook? Charlie - NO / Melanie - NO

Does anyone ever sign a blank check and give it to someone for an expense before a receipt, expense amount, and paperwork is provided? Charlie - NO / Melanie - NO

Are there any written procedures concerning the two questions above?

If all of you would please respond via email promptly, I/we would appreciate it. The completed and signed ICSQ must be in the mail by Monday, February 4th. If you have any questions please call and/or email me.

Thanks for your help and time.

Respectfully Submitted,

Harry Schoppe, Financial Analyst

Jefferson County Auditor's Office

409-835-8500

409-839-2369 Fax

Email: hschoppe@co.jefferson.tx.us

Harry Schoppe

From: Gulf Coast Specialties [gulfcoastspec@att.net]
Sent: Wednesday, January 30, 2013 1:56 PM
To: 'Joan Sheehan (Jefferson President)'; Shari M (DFPS)"Pulliam; 'Melanie Banta'; Harry Schoppe
Cc: Julia Conner
Subject: Re: Internal Control Questions and Practices

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Harry Schoppe, Financial Analyst

Jefferson County Auditor's Office

409-835-8500

409-839-2369 Fax

Email: hschoppe@co.jefferson.tx.us

Harry Schoppe

From: Joan Sheehan [JSheehan@iasishealthcare.com]
Sent: Wednesday, January 30, 2013 1:39 PM
To: Harry Schoppe
Subject: Re: Internal Control Questions and Practices

The answer to all the questions is "no". We do not have a procedure that speaks specifically to the check writing in regards to the questions asked. Is that something that may be requested of us? Let me know and we can ammend our by-laws to those specific areas if the County sees fit. Thanks, js

Joan Sheehan, LMSW, CCM
Director, Social Services
The Medical Center of Southeast Texas
phone: 853-5762
pager: 723-2389

NOTICE: This email may contain PRIVILEGED and CONFIDENTIAL information and is intended only for the use of the specific individual(s) to which it is addressed. It may contain Protected Health Information that is privileged and confidential. Protected Health Information may be used or disclosed in accordance with law and you may be subject to penalties under law for improper use or further disclosure of the Protected Health Information in this email. If you are not an intended recipient of this email, you are hereby notified that any unauthorized use, dissemination or copying of this email or the information contained in it or attached to it is strictly prohibited. If you have received this email in error, please delete it and immediately notify the person named above by reply email. Thank you.

-----"Harry Schoppe" <hschoppe@co.jefferson.tx.us> wrote: -----
To: "'Joan Sheehan \(Jefferson President\)'" <jsheehan@iasishealthcare.com>, "'Pulliam,Shari M \(DFPS\)'" <Shari.Pulliam@dfps.state.tx.us>, "Melanie Banta" <gulfcoastspec@att.net>, "'Melanie Banta'" <melaniebanta@att.net>
From: "Harry Schoppe" <hschoppe@co.jefferson.tx.us>
Date: 01/30/2013 11:51AM
Cc: "Julia Conner" <JULIA.CONNER@dfps.state.tx.us>
Subject: Internal Control Questions and Practices

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409-835-8500

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Email: hschoppe@co.jefferson.tx.us

Harry Schoppe

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Sent: Wednesday, January 30, 2013 11:52 AM
To: 'Joan Sheehan (Jefferson President)'; 'Pulliam,Shari M (DFPS)'; Melanie Banta (gulfcoastspec@att.net); 'Melanie Banta'
Cc: Julia Conner (JULIA.CONNER@dfps.state.tx.us)
Subject: Internal Control Questions and Practices

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Are there any written procedures concerning the two questions above?

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Thanks for your help and time.

Respectfully Submitted,

Harry Schoppe, Financial Analyst
Jefferson County Auditor's Office
409-835-8500
409-839-2369 Fax
Email: hschoppe@co.jefferson.tx.us

Harry Schoppe

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Sent: Wednesday, January 30, 2013 11:54 AM
To: Harry Schoppe; 'Joan Sheehan (Jefferson President)'; Melanie Banta; 'Melanie Banta'
Cc: Conner,Julia B (DFPS)
Subject: RE: Internal Control Questions and Practices

I have answered the questions below.

From: Harry Schoppe [mailto:hschoppe@co.jefferson.tx.us]
Sent: Wednesday, January 30, 2013 11:52 AM
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Cc: Conner,Julia B (DFPS)
Subject: Internal Control Questions and Practices

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Thanks for your help and time.

Respectfully Submitted,

Harry Schoppe, Financial Analyst
Jefferson County Auditor's Office
409-835-8500
409-839-2369 Fax
Email: hschoppe@co.jefferson.tx.us

Texas Dept. of Family and Protective Services

Risk Analysis Questionnaire FY 2019

F502-Form 9105 July 2018

Legal Name of Contractor:	Jefferson County	Contract Number:	
Please provide the person's name, title, and number to contact for questions or if additional information is needed:	Contact Name & Title: Patrick Swain, County Auditor Contact Phone Number: 409-835-8500		

Active Contracts & Payment Types

1. Do you currently have other active contracts with DFPS or any other entity either within or outside of Texas [Federal, State (ISD, University), County, or Private Business]?

   Yes [X] No [ ]

   If yes, please provide the entity name, contract number(s), and indicate which of the following payment types is utilized for the contract:

Fixed Price	Fixed price is a deliverables-based payment type for a contract with a firm agreed-upon price for the delivery of goods and services.
Cost Reimbursement	Payment type that reimburses contractors for actual, allowable, reasonable, and necessary expenditures incurred up to an approved amount and within the associated cost categories in the approved budget and budget narrative.
Fee For Service	Contractor is paid a standard fee per unit of service. Typically, rates are either negotiated with the individual vendor and apply only to that vendor or there is a uniform rate that is paid to all vendors providing the service. This rate-based payment type is used when an independent rate setting process does not exist for the contracted service.
Rate-Set Payments	Contractor is paid a set rate per unit of service. A rate setting process where the rate is approved by the Health and Human Services Commission (HHSC) or another agency with rate setting authority. The resulting rate is applied to the purchase of specifically defined units of service.
Blended Foster Care Rate	The blended foster care rate is the HHSC-developed rate equal to the weighted average rate across all placement types that DFPS pays under a Single Source Continuum Contract for each day of service provided to a child or youth in paid foster care.
Blended Foster Care Case Rate	The blended foster care case rate is the rate paid under a Single Source Continuum Contract for each day of service provided to each child or youth as measured against an established length of stay baseline formulated by HHSC for each defined age category or "strata" of children/youth.
Exceptional Foster Care Rate	An exceptional foster care rate applies to a limited number of situations and/or days under a Single Source Continuum Contract where a child requires extraordinary care.
Day (24 hour)	Usually for residential services. This is the rate paid to the provider for each 24-hour period that a DFPS client is in a provider's care.
Other	Any other payment type not defined above.

Entity Name	Contract Number	Payment Type
Multiple CR, CR w/Match, Fixed Price, and Other;		
see Schedule of Expenditures of Federal Awards		

RAI Factor #1 – SCOR Mandated

Texas Dept. of Family and Protective Services

Risk Analysis Questionnaire FY 2019

F502-Form 9105 July 2018

Independent Audits

2. Is your business entity required to undergo an independent audit? ☒ Yes ☐ No

   If yes, please identify the authority requiring the audit: Texas Local Government Code, Section 114.025

3. How long has it been since your last independent audit (e.g., Annual Financial Statement audit, Compliance audit) was completed by an independent auditor, including other state/federal agencies such as the State Auditor's Office (SAO) or the Office of Inspector General (OIG)? (Note: Monitoring activities conducted by another state agency are not considered independent audits for this purpose.)

   ☒ Within 21 Months ☐ Within 22-34 Months ☐ 35 Months or More ☐ No Audit Completed Provide a copy of the most recent independent audit, if applicable.

   Additional Information:

RAI Factor #9

Related Party Transactions

4. Disclose the type of business transactions (compensated or not) that occur between your business entity and any related party. For purposes of this question, related party refers to:
   a) A family member (including blood, marriage, or adoption),
   b) A member of the Board of Directors,
   c) Stockholders with >5% Ownership,
   d) Key Employees Paid Separately for Other Responsibilities (e.g., consulting services, not direct employees),
   e) Parent/Subsidiaries, or
   f) Organizations Under Common Ownership or Control (excluding routine relationships for an LLC).

   Transactions include business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle) and/or obtaining a service (e.g., legal services, accounting services, banking services).

Non-Compensated Services	☐ Yes ☒ No
Compensated, Non-Recurring Goods, Services, or Labor	☐ Yes ☒ No
Compensated, Recurring Goods, Services or Labor	☐ Yes ☒ No
Compensated Goods, Services, or Labor w/ Uniform Rate Uniform, Set Rate that Applies to All Contracts for the Service	☐ Yes ☒ No
Compensated Consulting or Management Services	☐ Yes ☒ No
Compensated Building Leasing	☐ Yes ☒ No
Compensated Transportation	☐ Yes ☒ No
For-Profit Affiliated with Non-Profit	☐ Yes ☒ No
Owned/Operated by Same or Related Entity	☐ Yes ☒ No
Parent/Subsidiary Relationship	☐ Yes ☒ No

RAI Factor #8

Subcontractors

5. Indicate the percentage of work performed by subcontractors for the contracted service (as allowable by the contract).

   ☒ No Subcontractor Involvement

   ☐ Subcontractors Account for 50% or Less of Work Performed

   ☐ Subcontractors Account for More than 50% of Work Performed

RAI Factor #14

Texas Dept. of Family and Protective Services

Risk Analysis Questionnaire FY 2019

F502-Form 9105 July 2018

Key Management Staff

For purposes of this question, key management staff may include individuals with titles such as: Executive Director, President, Sole Proprietor, Comptroller, Chief Financial Officer, Manager, or Program Director.

6. Has there been a change in any key management staff at your business organization within the past two years?

☐ Yes ☒ No

If Yes, has the change been within the past 24 months? ☐ Yes ☐ No

7. Indicate whether or not key management staff have at least two years' worth of experience providing fiscal or programmatic components of the contracted service (even if not with the same business entity).

Fiscal components refer to the financial aspect of the contract.

Programmatic components refer to the service delivery side of the contract, such as ensuring that services are provided to clients, monitoring the quality of the service delivery, complying with the service provisions in the contract.

Executive Director, Sole Proprietor, President or Equivalent	☐ Less than 2 years with fiscal or programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal or programmatic components of federal and/or state contracted programs	☒ At least 2 years with fiscal and programmatic components of federal and/or state contracted programs
Accounting Director, Comptroller, Chief Financial Officer, Business Manager, etc.	☐ Less than 2 years with fiscal or programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal or programmatic components of federal and/or state contracted programs	☒ At least 2 years with fiscal and programmatic components of federal and/or state contracted programs
Program Director, Program Coordinator or Equivalent	☐ Less than 2 years with fiscal or programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal or programmatic components of federal and/or state contracted programs	☒ At least 2 years with fiscal and programmatic components of federal and/or state contracted programs

RAI Factor #16

Direct Delivery Staff

8. Has there been a significant change in direct delivery staff at your business organization within the preceding year?

☐ Yes ☒ No

9. Please indicate the average level of experience that direct delivery staff at your organization have in providing the contracted service.

☐ 0 - 23 months ☐ 24 - 59 months ☒ 60 or more months

RAI Factor #17

Internal Controls

10. Does your business organization have any outstanding liabilities or litigations?

☐ Yes ☒ No

If Yes, Describe:

RAI Factor #7

CERTIFICATION

This form must be signed by an individual with documented signature authority, as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

Signature

9/10/18
Date

Patrick Swain
Printed Name

County Auditor
Title

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2017

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Grantor's ID Number	Federal Expenditures	Pass Through Expenditures
FEDERAL PROGRAMS				
U. S. Department of Agriculture				
Passed through the Texas Department of Agriculture				
Summer Food Service Program	10.559	123-1007	$ 8,850	$ -
Total Passed through the Texas Department of Agriculture			8,850	-
Total U. S. Department of Agriculture			8,850	-
U. S. Department of Housing and Urban Development				
Passed through the Texas General Land Office				
Community Development Block Grant/States Program - Ike Round 2.2	14.228	DRS-220219	962,135	-
Total Passed through the Texas General Land Office			962,135	-
Passed through the Texas Department of Agriculture				
Cheek Step Sewer Improvement, Phase #5	14.228	TDCP-7216231	25,983	-
Total Passed through the Texas Department of Agriculture			25,983	-
Total U. S. Department of Housing and Urban Development			988,118	-
U.S. Department of the Interior				
Passed through the U.S. Fish and Wildlife Service				
Coastal Impact Assistance	15.668	F16AF00129	2,292,588	-
Total Passed through the U.S. Fish and Wildlife Service			2,292,588	-
U. S. Department of Justice				
Passed through the City of Beaumont				
Edward Byrne Memorial Formula Grant Program	16.579	2015DJBX1005	1,098	-
Edward Byrne Memorial Formula Grant Program	16.579	2016DJBX0729	18,312	-
Total Passed through the City of Beaumont			19,410	-
Passed through the Office of the Governor, Criminal Justice Division				
Crime Victim Assistance - Crime Victim's Clearinghouse	16.575	21032-07	93,203	-
Violence Against Women Formula Grants	16.588	13466-19	72,896	-
Violence Against Women Formula Grants	16.588	13466-20	9,313	-
Total Passed through the Office of the Governor, Criminal Justice Division			175,412	-
Direct Program				
State Criminal Alien Assistance Program (SCAAP)	16.606	2016APBX0262	4,368	-
Total Program 16.606			4,368	-
Total U. S. Department of Justice			199,190	-
U. S. Department of Transportation				
Construction of Taxiway D Reconstruction, Runway Safety Area Grading, RW 16/34 Rehabilitation, Design of Partial Reconstruction for RW 12/30, Taxiway E & F and and DBE/ACDBE Program Update	20.106	3-48-0018-030-2014	84,542	-
Reconstruct 1,000 feet of pavement from the 30 end of Runway 12-30	20.106	3-48-0018-031-2015	153,805	-
Design and Construction of Rehabilitation of Taxiway Delta (Phase III), Design Taxiway Delta (Phase IV), and Replacement of Rotating Beacon	20.106	3-48-0018-032-2016	2,040,757	-
Rehabilitate Taxiway Delta (Phase IV)	20.106	3-48-0018-033-2017	44,903	-
Total Passed through Federal Aviation Administration			2,324,007	-

COST REIMBURSEMENT

OTHER

COST REIMBURSEMENT

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2017

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Grantor's ID Number	Federal Expenditures	Pass Through Expenditures
U. S. Department of Transportation				
Passed through Texas Department of Transportation				
Selective Traffic Enforcement Program - Impaired Driver				
Mobilization	20.601	2017-Jefferson-S-IYG-0057	$ 28,956	$ -
Violent Offender Task Force	20.601	25302 - TFO	1,922	-
Total Passed through Texas Department of Transportation			30,878	-
Total U. S. Department of Transportation			2,354,885	-
U. S. Department of Health and Human Services				
Passed through the Office of Attorney General				
Title IV-D Fees - Constable	93.563	N/A	51,325	-
Title IV-D Fees - District Clerk	93.563	N/A	319,602	-
Title IV-D Fees - Child Support Customer Service	93.563	N/A	1,300	-
Total Passed through the Office of Attorney General			372,227	-
Passed through Texas Department of Family & Protective Services				
Foster Care - Title IV-E Child Welfare Services	93.658	23939002	28,387	-
Foster Care - Title IV-E Legal Services	93.658	23939003	58,658	-
Total Passed through Texas Department of Family & Protective Services			87,045	-
Total U. S. Department of Health and Human Services			459,272	-
U. S. Department of Homeland Security				
Passed through the Texas Division of Emergency Management				
Emergency Management Performance Grant	97.042	17TX-EMPG-0389	38,508	-
Total Passed through the Texas Division of Emergency Management			38,508	-
Direct Programs				
2015 Port Security Grant	97.116	EMW2015PU00143	33,499	-
2016 Port Security Grant	97.116	EMW2016PU00351	17,760	-
Total Direct Programs			51,259	-
Passed through the Office of the Governor, Criminal Justice Division				
Homeland Security Grant Program - 2016 LETPA	97.067	29593-02	36,333	-
Total Passed through the Office of the Governor, Criminal Justice Division			36,333	-
Total U. S. Department of Homeland Security			126,100	-
Total Expenditures of Federal Awards			$ 6,429,003	$ -

COST REIMBURSEMENT

FEE FOR SERVICE

COST REIMBURSEMENT

FIXED PRICE

COST REIMBURSEMENT

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2017

COST REIMBURSEMENT

State Grantor/Pass-through Grantor/ Program Title	Grantor's ID Number	State Expenditures	Pass Through Expenditures
STATE PROGRAMS			
Texas Department of Motor Vehicles			
Motor Vehicle Salvage/Theft Reduction Program	608-17-1230100	$ 78,206	$ -
Total Department of Motor Vehicles		78,206	-
Texas Department of Transportation			
Routine Airport Maintenance Grant	M1720BMPT	50,000	-
County Transportation Infrastructure Fund Grant	N/A	118,354	-
Total Department of Transportation		168,354	-
Texas Department of Criminal Justice			
Family Treatment Drug Court	1869010	51	-
Family Treatment Drug Court	1869011	35,830	-
Family Treatment Drug Court	1869012	3,389	-
Body-Worn Camera Program (BWC)	3037901	34,300	-
Drug Court	1604516	600	-
Total Department of Criminal Justice		74,170	-
Texas Indigent Defense Commission			
Indigent Defense Formula Grant FY 17	N/A	273,067	-
Total Indigent Defense Commission		273,067	-
Texas Commission on Law Enforcement			
Law Enforcement Officer Standards and Education	N/A	30,267	-
Total Texas Commission on Law Enforcement		30,267	-
Office of the Governor, Criminal Justice Division			
Juvenile Accountability Block Grants	28091-03	121,057	-
Total Office of the Governor, Criminal Justice Division		121,057	-
Texas Attorney General's Office			
Crime Victims Compensation Fund - Sexual Assault Exam	N/A	6,919	-
Total Texas Attorney General's Office		6,919	-
Texas Historical Commission			
Texas Historical Courthouse Preservation Program	CTH-JEFFERSON-08-2014	54,840	-
Total Texas Historical Commission		54,840	-
Total Expenditures of State Awards		$ 806,880	$ -
Total Expenditures of Federal and State Awards		$ 7,235,883	$ -

3 Other COST REIMBURSEMENT

Texas Dept. of Family and Protective Services

Signature Authority Designation

Form 2031
September 2014

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Jefferson County

The Contractor may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with DFPS.

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the signature(s) below is a complete, true and correct representation of signature authority.

Jeff Branick	
Printed Name	Signature of Authorized Representative
County Judge	9/10/18
Title of Authorized Representative	Date
Jefferson County	
Legal Name of Contractor/Potential Contractor	Contract or Procurement Number

The Designated Signature Authority as referenced above has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Printed Name	Title	Function	Signature
Patrick Swain	County Auditor	Internal Control Structure Questionnaire and Title IV-E Billings	
Rhonda Brode	Internal Audit Manager	Internal Control Certification	Rhonda Brode

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DFPS in writing of any changes to the above list.

Jeff Branick, Jefferson County Judge	
Printed or Typed Name & Title of Contract Signatory	Signature

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	45.50	450823	
			45.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	4,802.89	450564	
RB EVERETT & COMPANY, INC.	74,475.00	450594	
ENTERGY	682.54	450603	
M&D SUPPLY	119.11	450623	
MUNRO'S	1,928.90	450627	
SOUTHEAST TEXAS WATER	14.00	450650	
SUPERIOR SUPPLY & STEEL	98.00	450682	
UNITED STATES POSTAL SERVICE	2.86	450696	
ADVANCE AUTO PARTS	5.97	450783	
MARTIN MARIETTA MATERIALS	606.48	450819	
REPUBLIC SERVICES	76.05	450822	
GULF COAST	1,598.85	450838	
			84,410.65**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	5,254.50	450564	
CERTIFIED LABORATORIES	499.08	450581	
CITY OF NEDERLAND	81.00	450585	
CRABTREE BARRICADE SYSTEMS, INC.	4,975.00	450591	
ENTERGY	934.92	450603	
HARTMANN BLDG. SPECIALITIES	1,185.00	450607	
CASH ADVANCE ACCOUNT	846.25	450617	
M&D SUPPLY	50.99	450623	
MOTION INDUSTRIES, INC.	164.52	450626	
MUNRO'S	20.00	450627	
PHILPOTT MOTORS, INC.	28.68	450636	
RITTER @ HOME	171.61	450641	
SETZER HARDWARE, INC.	10.97	450646	
SMART'S TRUCK & TRAILER, INC.	206.82	450649	
AT&T	97.05	450651	
LOWE'S HOME CENTERS, INC.	645.99	450704	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	2,990.35	450713	
BUMPER TO BUMPER	104.25	450722	
DRAGO SUPPLY	12.24	450762	
PRO CHEM INC	66.66	450777	
SCHEAFFER MFG CO	1,033.46	450790	
MEMBER'S BUILDING MAINTENANCE LLC	299.00	450793	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	25.85	450813	
REPUBLIC SERVICES	122.69	450822	
GULF COAST	381.00	450838	
			20,207.88**
ROAD & BRIDGE PCT. # 3			
RB EVERETT & COMPANY, INC.	250.59	450594	
FARM & HOME SUPPLY	12.66	450596	
ENTERGY	407.98	450603	
MUSTANG CAT	295.18	450629	
OIL CITY TRACTORS, INC.	333.39	450634	
TIME WARNER COMMUNICATIONS	92.29	450653	
STRATTON INC.	122.18	450666	
LOWE'S HOME CENTERS, INC.	189.04	450704	
CENTERPOINT ENERGY RESOURCES CORP	37.75	450725	
NORTHERN TOOL AND EQUIPMENT	834.93	450770	
SUPPLYWORKS	112.34	450817	
REPUBLIC SERVICES	45.00	450822	
SMITTY'S HAMSHIRE GULF	40.00	450833	
			2,773.33**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY	65.10	450587	
M&D SUPPLY	98.37	450623	
MUNRO'S	68.51	450627	
OIL CITY TRACTORS, INC.	129.49	450634	
SOUTHEAST TEXAS WATER	64.75	450650	
UNITED STATES POSTAL SERVICE	1.63	450696	
4IMPRINT, INC.	608.62	450700	
EVERETT D ALFRED	310.22	450712	

NAME	AMOUNT	CHECK NO.	TOTAL
ON TIME TIRE	67.00	450775	
SAM'S CLUB DIRECT	1,333.60	450778	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	188.03	450797	
REPUBLIC SERVICES	214.79	450822	
			3,150.11**
ENGINEERING FUND			
VERIZON WIRELESS	211.84	450693	
			211.84**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	65.65	450584	
ENTERGY	1,836.41	450603	
SUPPLYWORKS	3,025.83	450817	
SMITTY'S HAMSHIRE GULF	52.00	450833	
ALL TERRAIN EQUIPMENT CO	87.44	450846	
			5,067.33**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	4,168.10	450633	
ACE IMAGEWEAR	21.22	450648	
UNITED STATES POSTAL SERVICE	329.32	450696	
UNITED STATES POSTAL SERVICE	60.95	450697	
			4,579.59*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	3.67	450696	
SIERRA SPRING WATER CO. - BT	54.20	450698	
TEXAS PRIMA	380.00	450746	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	150.00	450829	
			587.87*
AUDITOR'S OFFICE			
OFFICE DEPOT	353.57	450633	
UNITED STATES POSTAL SERVICE	24.13	450696	
			377.70*
COUNTY CLERK			
THE EXAMINER	62.00	450595	
UNITED STATES POSTAL SERVICE	194.67	450696	
UNITED STATES POSTAL SERVICE	83.77	450697	
			340.44*
COUNTY JUDGE			
OFFICE DEPOT	255.64	450633	
UNITED STATES POSTAL SERVICE	1.09	450696	
WYATT SNIDER	500.00	450768	
JAN GIROUARD & ASSOCIATES LLC	800.00	450827	
			1,556.73*
RISK MANAGEMENT			
SALGBA MEMBERSHIP	200.00	450561	
UNITED STATES POSTAL SERVICE	.47	450696	
COBRA RESOURCES, INC.	49.95	450699	
KRISTEN HANKCOCK	60.88	450701	
VERONA ADAMS	44.00	450705	
			355.30*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	210.68	450696	
			210.68*
PRINTING DEPARTMENT			
OFFICE DEPOT	1,034.90	450633	
OLMSTED-KIRK PAPER	7,732.87	450635	
			8,767.77*
PURCHASING DEPARTMENT			
OFFICE DEPOT	111.19	450633	
UNITED STATES POSTAL SERVICE	61.73	450696	
			172.92*
GENERAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
B&L MAIL PRESORT SERVICE	1,271.29	450572	
GARTH HOUSE	50,000.00	450598	
JEFFERSON CTY. APPRAISAL DISTRICT	90,511.50	450616	
CASH ADVANCE ACCOUNT	25.00	450617	
TIME WARNER COMMUNICATIONS	231.28	450654	
ADVANCED STAFFING	78.00	450674	
SAM'S CLUB DIRECT	21.79	450778	
UNIVERSAL OPERATIONS LLC	6,530.77	450842	
			148,669.63*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	232.68	450677	
			232.68*
VOTERS REGISTRATION DEPT			
COTTON CARGO	3,957.00	450590	
THE EXAMINER	300.00	450595	
UNITED STATES POSTAL SERVICE	89.66	450696	
			4,346.66*
ELECTIONS DEPARTMENT			
CDW COMPUTER CENTERS, INC.	813.71	450677	
UNITED STATES POSTAL SERVICE	118.30	450696	
ABSOLUTE PRINT SOLUTIONS	626.18	450772	
AT&T MOBILITY	342.73	450821	
			1,900.92*
DISTRICT ATTORNEY			
JERRY HOLMES	545.00	450609	
KIRKSEY'S SPRINT PRINTING	36.40	450620	
OFFICE DEPOT	442.69	450633	
TRIANGLE BLUE PRINT CO., INC.	42.00	450657	
UNITED STATES POSTAL SERVICE	268.59	450696	
MCM ELEGANTE HOTEL	213.90	450729	
LUKE NICHOLS	94.83	450734	
THOMSON REUTERS-WEST	2,471.43	450787	
KATHLEEN KENNEDY	861.22	450802	
TRANSUNION RISK AND ALTERNATIVE	118.30	450810	
			5,094.36*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	544.34	450617	
KIRKSEY'S SPRINT PRINTING	1,592.64	450620	
OFFICE DEPOT	1,024.56	450633	
UNITED STATES POSTAL SERVICE	358.60	450696	
AERIALINK INC	172.20	450836	
			3,692.34*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	450565	
DAVID W BARLOW	4,375.00	450575	
DONALD W. DUESLER & ASSOC.	8,750.00	450592	
MARSHA NORMAND	8,750.00	450631	
KEVIN PAULA SEKALY PC	8,750.00	450645	
KEVIN S. LAINE	2,437.50	450676	
UNITED STATES POSTAL SERVICE	.41	450696	
			41,812.91*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.68	450696	
ACCO BRANDS DIRECT	56.54	450788	
			57.22*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.36	450696	
			1.36*
172ND DISTRICT COURT			
CASH ADVANCE ACCOUNT	953.25	450617	
			953.25*
252ND DISTRICT COURT			
DAVID W BARLOW	4,375.00	450575	

NAME	AMOUNT	CHECK NO.	TOTAL
CRISTY SMITH	1,537.45	450579	
EDWARD B. GRIPON, M.D., P.A.	595.00	450601	
MIKE VAN ZANDT	8,750.00	450661	
KEVIN S. LAINE	2,437.50	450676	
UNITED STATES POSTAL SERVICE	103.67	450696	
LANGSTON ADAMS	800.00	450707	
ALLEN PARKER	8,750.00	450759	
M.K. HAMZA, PHD, P.A.	1,200.00	450781	
SAMUEL & SON LAW FIRM PLLC	8,750.00	450805	
THOMAS WILLIAM KELLEY	8,750.00	450834	
			46,048.62*
279TH DISTRICT COURT			
DAVID GROVE	800.00	450565	
PHILLIP DOWDEN	50.00	450569	
OFFICE DEPOT	97.99	450633	
MARVA PROVO	325.00	450638	
ANITA F. PROVO	100.00	450639	
NATHAN REYNOLDS, JR.	700.00	450640	
KEVIN PAULA SEKALY PC	185.00	450645	
RANDY SHELTON	1,434.67	450647	
BRACK JONES JR.	425.00	450673	
KEVIN S. LAINE	825.00	450675	
CDW COMPUTER CENTERS, INC.	396.00	450677	
CHARLES ROJAS	1,300.00	450679	
LANGSTON ADAMS	325.00	450707	
JOEL WEBB VAZQUEZ	975.00	450720	
TONYA CONNELL TOUPS	400.00	450744	
P DEAN BRINKLEY	200.00	450765	
BRITTANIE HOLMES	900.00	450780	
WILLIAM FORD DISHMAN	600.00	450794	
MATUSKA LAW FIRM	325.00	450799	
TARA SHELANDER	2,000.00	450801	
MELANIE AIREY	200.00	450812	
THE DAWS LAW FIRM PLLC	500.00	450843	
LAW OFFICE OF SOLOMON FREIMUTH	50.00	450853	
			13,113.66*
317TH DISTRICT COURT			
JUDY PAASCH	2,393.61	450724	
			2,393.61*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	56.14	450696	
LEXISNEXIS- ACCURINT	71.16	450758	
			127.30*
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	624.57	450633	
LEXISNEXIS- ACCURINT	71.16	450758	
			695.73*
JUSTICE COURT-PCT 4			
LEXISNEXIS- ACCURINT	71.17	450758	
			71.17*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	29.67	450696	
LEXISNEXIS- ACCURINT	71.17	450758	
			100.84*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	71.17	450758	
			71.17*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	109.32	450697	
LEXISNEXIS- ACCURINT	71.17	450758	
THOMSON REUTERS-WEST	622.00	450786	
			802.49*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.82	450696	
			.82*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
EDWARD B. GRIPON, M.D., P.A.	1,190.00	450601	
UNITED STATES POSTAL SERVICE	4.08	450696	
			1,194.08*
COUNTY COURT AT LAW NO. 3			
EDWARD B. GRIPON, M.D., P.A.	1,190.00	450601	
UNITED STATES POSTAL SERVICE	6.94	450696	
JONATHAN VERNON	475.00	450824	
			1,671.94*
COURT MASTER			
LAWYERS DIARY AND MANUAL LLC	78.50	450807	
			78.50*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	11.42	450696	
4IMPRINT, INC.	4,111.18	450700	
			4,122.60*
SHERIFF'S DEPARTMENT			
SOUTHERN COMPUTER WAREHOUSE	884.92	450570	
CHEMAX CORP.	216.21	450582	
CITY OF NEDERLAND	42.29	450585	
ENTERGY	1,088.94	450603	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,340.00	450613	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	550.00	450614	
KIRKSEY'S SPRINT PRINTING	24.95	450620	
OFFICE DEPOT	1,847.16	450633	
AT&T	129.40	450651	
UNITED STATES POSTAL SERVICE	2,318.85	450696	
INTERSTATE ALL BATTERY CENTER - BMT	899.70	450755	
RITA HURT	550.00	450771	
SILSBEE FORD INC	1,779.54	450796	
TRANSUNION RISK AND ALTERNATIVE	475.00	450811	
REPUBLIC SERVICES	45.00	450822	
TRI-TECH FORENSICS	158.01	450825	
NATIONWIDESAFES.COM	1,679.00	450861	
			15,028.97*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	3,525.15	450567	
GT DISTRIBUTORS, INC.	333.47	450597	
W.W. GRAINGER, INC.	146.19	450599	
LYNN PEAVEY CO., INC.	406.50	450622	
SWAFS	600.00	450643	
CERILLIANT	482.00	450709	
CLINIQA CORPORATION	465.50	450721	
TECHSCAN INC	555.00	450731	
CAYMAN CHEMICAL COMPANY	241.00	450760	
			6,754.81*
JAIL - NO. 2			
BOB BARKER CO., INC.	5,436.80	450574	
CITY OF BEAUMONT - WATER DEPT.	16.00	450583	
ECOLAB	836.72	450593	
ENTERGY	55.87	450603	
JACK BROOKS REGIONAL AIRPORT	1,874.04	450615	
CASH ADVANCE ACCOUNT	164.00	450617	
KIRKSEY'S SPRINT PRINTING	24.95	450620	
M&D SUPPLY	133.42	450623	
OFFICE DEPOT	179.89	450633	
SANITARY SUPPLY, INC.	2,586.85	450644	
AT&T	29.34	450651	
WHOLESALE ELECTRIC SUPPLY CO.	5,636.09	450667	
UNIVAR USA, INC.	1,957.46	450681	
DOGUET RICE MILLING COMPANY	96.00	450741	
MODERN AG PRODUCTS LTD	140.02	450742	
WORLD FUEL SERVICES	610.20	450757	
EMERGENCY POWER SERVICE	2,561.18	450773	
MATERA PAPER COMPANY INC	3,515.50	450785	
KROPP HOLDINGS INC	2,167.25	450791	
BENCHMARK PLUMBING	730.00	450792	
GALLS LLC	1,644.50	450816	

NAME	AMOUNT	CHECK NO.	TOTAL
REPUBLIC SERVICES	2,765.48	450822	
IMPACT WASTE LLC	360.00	450837	
THE MONOGRAM SHOP	8.00	450841	
FOOD MARKETING CONCEPTS INC	16,485.15	450844	
RED THE UNIFORM TAILOR	74.50	450847	
CORRHEALTH LLC	78,900.85	450857	
MOORE-ALL TEX SUPPLY	31.50	450859	
			129,021.56*
JUVENILE PROBATION DEPT.			
HERNANDEZ OFFICE SUPPLY, INC.	45.90	450608	
CASH ADVANCE ACCOUNT	352.44	450617	
UNITED STATES POSTAL SERVICE	64.65	450696	
UNITED STATES POSTAL SERVICE	8.93	450697	
STABLE-SPIRIT	250.00	450748	
			721.92*
JUVENILE DETENTION HOME			
CASH ADVANCE ACCOUNT	221.90	450617	
WARREN EQUIPMENT CO.	206.89	450664	
FLOWERS FOODS	126.74	450717	
BEN E KEITH FOODS	3,588.16	450718	
VANSCHECA SANDERS-CHEVIS	600.00	450737	
REPUBLIC SERVICES	704.70	450822	
			5,448.39*
CONSTABLE PCT 1			
OFFICE DEPOT	31.98	450633	
UNITED STATES POSTAL SERVICE	37.16	450696	
LEXISNEXIS- ACCURINT	71.16	450758	
			140.30*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	71.16	450758	
			71.16*
CONSTABLE-PCT 4			
DISH NETWORK	59.50	450740	
TRANSUNION RISK AND ALTERNATIVE	70.00	450809	
			129.50*
CONSTABLE-PCT 6			
KARL J. HOLMES	6.00	450610	
CDW COMPUTER CENTERS, INC.	792.00	450677	
UNITED STATES POSTAL SERVICE	4.90	450696	
LEXISNEXIS- ACCURINT	71.16	450758	
			874.06*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	9,166.66	450573	
FMMS HOLDINGS OF TEXAS LLC	50,400.00	450774	
			59,566.66*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	56.29	450633	
UNITED STATES POSTAL SERVICE	1.63	450696	
DAVID OATES	76.85	450828	
			134.77*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	3,000.00	450577	
CLAYBAR FUNERAL HOME, INC.	3,999.00	450586	
ENTERGY	140.00	450606	
MERCY FUNERAL HOME	3,000.00	450625	
MUNRO'S	39.90	450627	
OFFICE DEPOT	1,178.80	450633	
AUSTIN CECIL WALKES MD PA	2,932.58	450663	
MCKESSON MEDICAL-SURGICAL INC	374.85	450678	
UNITED STATES POSTAL SERVICE	51.38	450696	
LOWE'S HOME CENTERS, INC.	467.10	450704	
LEXISNEXIS- ACCURINT	106.76	450758	
CENTERPOINT ENERGY RESOURCES	50.88	450851	
			15,341.25*
HEALTH AND WELFARE NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
BROUSSARD'S MORTUARY	1,500.00	450578	
O.W. COLLINS APARTMENTS	78.42	450588	
AUSTIN CECIL WALKES MD PA	2,932.58	450663	
UNITED STATES POSTAL SERVICE	201.24	450697	
LEXISNEXIS- ACCURINT	106.76	450758	
			4,819.00*
CHILD WELFARE UNIT			
J.C. PENNEY'S	1,699.12	450702	
SEARS COMMERICAL CREDIT	150.00	450703	
J'LYNN HENDRIX	50.00	450754	
TYRE A WELLS	20.00	450800	
TYTIANNA WELLS SIGARST	20.00	450803	
JAVIER ZAVALA FC	20.00	450814	
KENNY ROBINSON	20.00	450832	
LARRY DOYLE JR	20.00	450839	
FAITH DOYLE	20.00	450840	
STACY VELASQUEZ	20.00	450848	
ETHAN WILTURNER	50.00	450849	
DAYSI VELASQUEZ	20.00	450850	
ASHTON EMERSON	20.00	450852	
JONATHAN ROBINSON	20.00	450856	
KAITLIN VAZQUES	20.00	450858	
CAPRIE DAVIS	20.00	450860	
KIYA HENDRICKS	15.00	450863	
JODY CHARGOIS	20.00	450864	
JAZIN BENOIT	50.00	450865	
			2,274.12*
INDIGENT MEDICAL SERVICES			
PRECISION DYNAMICS CORP.	1,013.60	450637	
CARDINAL HEALTH 110 INC	41,651.76	450789	
			42,665.36*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	450693	
			150.00*
MAINTENANCE-BEAUMONT			
LOUIS AND COMPANY	135.81	450563	
CITY OF BEAUMONT - LANDFILL	214.50	450571	
W.W. GRAINGER, INC.	194.00	450599	
RALPH'S INDUSTRIAL ELECTRONICS	159.00	450642	
ACE IMAGEWEAR	163.64	450648	
WORTH HYDROCHEM	250.00	450668	
BAKER DISTRIBUTING COMPANY	151.14	450715	
CENTERPOINT ENERGY RESOURCES CORP	38.06	450725	
ADVANTAGE SECURITY INTEGRATION LTD	580.00	450732	
INDUSTRIAL & COMMERCIAL MECHANICAL	11,415.00	450776	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	450793	
CLIMATEC LLC	3,783.00	450818	
REPUBLIC SERVICES	2,114.10	450822	
			41,886.01*
MAINTENANCE-PORT ARTHUR			
JOHNSTONE SUPPLY	510.09	450566	
CITY OF PORT ARTHUR - WATER DEPT.	223.55	450584	
ALL-PHASE ELECTRIC SUPPLY	46.33	450589	
ENTERGY	5,788.34	450603	
NOACK LOCKSMITH	18.60	450630	
TIME WARNER COMMUNICATIONS	410.87	450655	
BAKER DISTRIBUTING COMPANY	24.32	450715	
MID COUNTY FARM & FEED SUPPLY	207.00	450752	
PARKER LUMBER	22.99	450764	
SIGNATURE GROUP	3,858.00	450767	
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	450793	
DUNNBEBBER PBL, LLC	490.00	450862	
			14,349.37*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	42.29	450585	
ENTERGY	2,567.68	450603	
NOACK LOCKSMITH	10.00	450630	

NAME	AMOUNT	CHECK NO.	TOTAL
RITTER @ HOME	31.99	450641	
SANITARY SUPPLY, INC.	40.24	450644	
ACE IMAGEWEAR	64.82	450648	
TIME WARNER COMMUNICATIONS	45.80	450656	
W. JEFFERSON COUNTY M.W.D.	27.14	450665	
MEMBER'S BUILDING MAINTENANCE LLC	3,851.04	450793	
REPUBLIC SERVICES	92.10	450822	
			6,773.10*
SERVICE CENTER			
SPIDLE & SPIDLE	10,009.31	450564	
GRAYBAR ELECTRIC COMPANY, INC.	1,182.32	450600	
J.K. CHEVROLET CO.	17.75	450612	
MUNRO'S	39.70	450627	
RITTER @ HOME	195.46	450641	
AT&T	64.70	450651	
S.E. TEXAS AUTO EQUIPMENT	698.30	450672	
JEFFERSON CTY. TAX OFFICE	7.50	450683	
JEFFERSON CTY. TAX OFFICE	16.75	450684	
JEFFERSON CTY. TAX OFFICE	7.50	450685	
JEFFERSON CTY. TAX OFFICE	7.50	450686	
JEFFERSON CTY. TAX OFFICE	7.50	450687	
JEFFERSON CTY. TAX OFFICE	7.50	450688	
JEFFERSON CTY. TAX OFFICE	7.50	450689	
JEFFERSON CTY. TAX OFFICE	7.50	450690	
JEFFERSON CTY. TAX OFFICE	7.50	450691	
JEFFERSON CTY. TAX OFFICE	7.50	450692	
VOYAGER FLEET SYSTEM, INC.	29,167.29	450714	
BUMPER TO BUMPER	555.90	450722	
AMERICAN TIRE DISTRIBUTORS	193.14	450749	
MIGHTY OF SOUTHEAST TEXAS	32.52	450769	
INDUSTRIAL & COMMERCIAL MECHANICAL	472.50	450776	
SILSBEE FORD INC	1,273.88	450796	
REPUBLIC SERVICES	122.69	450822	
DENNIS LOWE	514.76	450831	
			44,624.47*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.72	450696	
UNITED STATES POSTAL SERVICE	4.50	450697	
HILARY GUEST	100.17	450710	
			106.39*
			685,084.03**
MOSQUITO CONTROL FUND			
ADAPCO, INC.	81,262.50	450562	
SUPERIOR TIRE & SERVICE	96.87	450568	
ENTERGY	734.04	450603	
JACK BROOKS REGIONAL AIRPORT	1,141.83	450615	
M&D SUPPLY	34.46	450623	
MUNRO'S	48.95	450627	
TRIANGLE ENGINE DIST.	460.30	450658	
UNITED PARCEL SERVICE	10.59	450660	
FIRST CALL	194.63	450706	
PRO CHEM INC	345.14	450777	
AERO PERFORMANCE	630.80	450798	
REPUBLIC SERVICES	122.69	450822	
			85,082.80**
FEMA EMERGENCY			
MUSTANG RENTAL SERVICES	5,192.36	450628	
VULCAN MATERIALS CO.	36,201.86	450662	
PETROLEUM SOLUTIONS, INC.	7,228.15	450719	
UNITED RENTALS	2,201.60	450728	
MARTIN PRODUCT SALES LLC	11,922.00	450735	
SE TEX CONSTRUCTION CORPORATION	155,599.39	450736	
ASCO	2,839.73	450784	
TRANSIT & LEVEL CLINIC LLC	4,215.00	450826	
			225,400.09**
J.C. FAMILY TREATMENT			
JUDY PAASCH	43.51	450723	
			43.51**
SECURITY FEE FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
GT DISTRIBUTORS, INC.	25.15	450597	
KWP TELECOM LLC	6,192.00	450820	
			6,217.15**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,050.53	450786	
			2,050.53**
EMPG GRANT			
VERIZON WIRELESS	107.65	450693	
			107.65**
JUVENILE DETENTION - TJPC			
STATE VOLUNTEER RESOURCE COUNCIL	357.00	450782	
			357.00**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	26.04	450693	
			26.04**
GRANT A STATE AID			
HAYS COUNTY	129.44	450670	
VICTORIA COUNTY JUVENILE SERVICES	4,382.10	450747	
			4,511.54**
COMMUNITY SUPERVISION FND			
TDCJ - CASHIERS OFFICE	129.00	450580	
INTERFACE EAP	2,039.40	450671	
UNITED STATES POSTAL SERVICE	44.95	450696	
UNITED STATES POSTAL SERVICE	177.42	450697	
			2,390.77**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	1,213.65	450576	
ISI COMMERCIAL REFRIGERATION	4,470.00	450611	
LUBE SHOP	44.48	450621	
KIM MCKINNEY, LPC, LMFT	75.00	450624	
SYSCO FOOD SERVICES, INC.	1,384.29	450652	
PETTY CASH - RESTITUTION I	88.58	450669	
TOWER COMMUNICATIONS, INC.	60.00	450694	
BEN E KEITH FOODS	1,359.10	450718	
ATTABOY TERMITE & PEST CONTROL	50.00	450756	
SAM'S CLUB DIRECT	224.29	450778	
GLOBAL TEL*LINK CORP	1,000.00	450808	
REPUBLIC SERVICES	150.26	450822	
CINTAS CORPORATION	112.05	450830	
			10,231.70**
COUNTY CLK RECORDS ARCHIV			
MANATRON	17,145.62	450743	
			17,145.62**
HOTEL OCCUPANCY TAX FUND			
CASH ADVANCE ACCOUNT	331.50	450617	
MUNRO'S	128.15	450627	
OFFICE DEPOT	156.50	450633	
UNITED STATES POSTAL SERVICE	7.70	450696	
DISH NETWORK	118.51	450739	
B&G POPCORN INC	395.62	450779	
REPUBLIC SERVICES	122.69	450822	
DONNY AVERY	60.49	450835	
			1,321.16**
CAPITAL PROJECTS FUND			
TIM RICHARDSON	10,500.00	450795	
			10,500.00**
AIRPORT FUND			
ENTERGY	12,779.44	450605	
JOHNSON CONTROLS, INC.	14,330.96	450618	
SANITARY SUPPLY, INC.	191.64	450644	
AT&T	618.46	450651	
TIME WARNER COMMUNICATIONS	100.25	450656	

NAME	AMOUNT	CHECK NO.	TOTAL
TRI-CITY COFFEE SERVICE	169.20	450659	
TOTAL SAFETY, INC.	1,590.00	450680	
UNITED STATES POSTAL SERVICE	1.63	450696	
LOWE'S HOME CENTERS, INC.	76.84	450704	
DISH NETWORK	100.51	450738	
PATRIOT SECURITY EOC	9,541.64	450751	
MEMBER'S BUILDING MAINTENANCE LLC	8,680.44	450793	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	128.53	450797	
EASTERN AVIATION FUELS INC	1,495.00	450804	
BK INDUSTRIAL SOLUTIONS LLC	269.29	450815	
REPUBLIC SERVICES	919.37	450822	
			50,993.20**
AIRPORT IMPROVE. GRANTS			
ARCENEAUX WILSON & COLE LLC	14,751.05	450806	
			14,751.05**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	21,979.04	450730	
RELIANCE STANDARD LIFE INSURANCE	6,744.46	450733	
GROUP ADMINISTRATIVE CONCEPTS INC	880.00	450766	
EXPRESS SCRIPTS INC	69,377.92	450854	
UNITEDHEALTHCARE INSURANCE COMPANY	1,180.00	450855	
			100,161.42**
SETEC FUND			
OTIS ELEVATOR COMPANY	1,240.00	450716	
REPUBLIC SERVICES	475.21	450822	
			1,715.21**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,102.54	450726	
TRISTAR RISK MANAGEMENT	4,397.18	450727	
			7,499.72**
SHERIFF'S FORFEITURE FUND			
GT DISTRIBUTORS, INC.	174.77	450597	
CHIEF SUPPLY	121.39	450763	
GALLS LLC	1,110.25	450816	
			1,406.41**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,770.00	450745	
			2,770.00**
ORCA - IKE			
MILLENIUM PRODUCTS INC	43,704.60	450761	
			43,704.60**
MARINE DIVISION			
GT DISTRIBUTORS, INC.	1,307.70	450597	
ENTERGY	676.62	450603	
JACK BROOKS REGIONAL AIRPORT	267.32	450615	
RITTER @ HOME	2,200.00	450641	
SETZER HARDWARE, INC.	17.99	450646	
AT&T	84.22	450651	
WHOLESALE ELECTRIC SUPPLY CO.	700.02	450667	
AERO PRODUCTS	110.00	450708	
C & I OIL COMPANY INC	10,654.76	450750	
OVERTON'S INC	493.93	450753	
HELICOPTER INSTITUTE INC	9,700.00	450845	
			26,212.56**
ASAP - CONSTABLE			
KAY ELECTRONICS, INC.	38.50	450619	
MCGRIFF, SEIBELS & WILLIAMS OF TX	1,236.00	450711	
TRISTAR RISK MANAGEMENT	6.50	450727	
			1,281.00**
			1,416,831.40***

AGENDA ITEM **September 17, 2018**

Receive and file executed Memorandum of Understanding between Liberty Heights Community Center and Jefferson County.

AGENDA ITEM **September 10, 2018**

Consider authorizing the County Judge to execute a Memorandum of Understanding between Liberty Heights Community Center and Jefferson County.

Mission: Providing emergency & disaster assistance to underserved communities

LIBERTY HEIGHTS COMMUNITY CENTER, NONPROFIT

2349 Memorial Blvd. Suite B, Port Arthur, TX 77642

Ofc: (409) 217-5200 Cell: (469)-0347 Fax: (409) 217-5003

Email: sharleen@libertyheightscc.org Website: https://www.libertyheightscc.org

Board of Directors 2018

Sharleen O. JeanBaptiste, BAAS, AGS
President & CEO
James McRae, Jr, M.C.S.E.
Vice President
Michael Dubone, A.E.,
Secretary
Virgie Pete, A.B.A.,
Treasurer

August 8, 2018

David Jackson all HMGP $

Memorandum of Understanding (MOU)

between

Liberty Heights Community Center

and

Jefferson County, Texas Official

Liberty Heights Community Center, a 501(c)3 State of TX Nonprofit and Jefferson County, TX, referred to herein as "Party" or "Parties," jointly agree to establish this Memorandum of Understanding (MOU) to develop short and long term relief & recovery support to individuals and families impacted and or displaced by Hurricane Harvey, Presidential major disaster declaration (DR#4322). The Liberty Heights Community Center, Nonprofit and Jefferson County, TX recognizes the continued overwhelming needs of our citizens and neighbors that were impacted by Hurricane Harvey, August 25, 2017. The parties understand and agree that the partnership serves to benefit Jefferson County and the State of Texas at Large. The parties further understand and agree to the urgent, immediate, and continued long term care needs for such services and support which requires collaborative, collective effort from both parties.

ARTICLE I

Purpose

The Liberty Heights Community Center and Jefferson County enter into this Memorandum of Understanding (MOU) to unify and expedite the environmental and historic preservation reviews for disaster recovery projects that are associated with Presidentially-declared disaster DR#4332 Hurricane Harvey. This MOU is to formalize the commitments among the listed Agencies to work together to facilitate uniformity, consistency, and transparency by setting forth roles and responsibilities for Lead and Cooperating Agencies, establishing interagency communication protocols (or procedures), and identifying environmental and historic preservation priorities related to this disaster. This MOU is entered into voluntarily by both parties. Liberty Heights Community Center has been providing guidance to local citizens and organizations impacted by Hurricane Harvey.

Jefferson County, TX values the guidance and agrees that the one-on-one, on the ground support would be a great asset to its communities. Further, both parties understand the benefits and advantages of collaboration and networking to meet the immediate, short and long term needs of this population. This agreement is purposed for Jefferson County, including all affected counties of South Texas affected by Hurricane Harvey Disaster #4332.
Furthermore, a Memorandum of Understanding is recommended by FEMA and the US Department of Homeland Security.

ARTICLE II

Background

As the result of Hurricane Harvey the Parties, have identified the need for coordination in order to expedite the conclusion of EHP reviews conducted to fulfill the requirements of the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA), and other applicable Federal, Tribal, state, and local regulations.

ARTICLE III

Responsibilities of Parties

Both parties recognize the importance of clearly defined roles, responsibilities and expectations. The scope of the collaborative activities are intended to (a) provide prompt respectable services in meeting needs (b) maximize resources (c) limit duplication of work effort (d) define expectation of each party and (e) avoid miscommunication and/or misrepresentation. services to Liberty Heights Community Center based on this background. Additionally, the Parties, acknowledge that establishing the MOU formalizes Federal Agencies' commitments to a UFR to expedite and unify the environmental and historic preservation reviews for disaster recovery projects, and is consistent with applicable law. Disaster recovery projects may involve funding, permitting, or approval from several Federal Agencies, in addition to Tribal, state, and local entities. Each Agency will be responsible for identifying issues that must be addressed to satisfy the National Environmental Protection Act and Section 106 of the National Historic Preservation Act and for coordinating with other Agencies as necessary. Each of the Parties to this MOU will be responsible for the following:
Texas Department of Emergency Management (TDEM) – will serve as a Lead Agency and coordinate all project reviews for projects funded under FEMA programs related to the disaster designated DR#4332, serve as a Cooperating Agency for NEPA projects funded under other authorities as appropriate, and provide technical assistance for National Flood Insurance Program related issues.

ARTICLE IV

Commitments of Agencies

The Parties hereby commit, to the extent practicable, to early involvement and cooperation to ensure timely decisions are made and that the responsibilities of each Party are met. The Parties commit to working together and as appropriate with Indian Tribes, multicounty entities, state Agencies, and other interested persons. In particular the Parties agree to:

A. Timely Coordination: Cooperating Agencies will submit reviews in accordance with the timeline for each project established by the Lead Agency with the concurrence of Cooperating Agencies.
B. Project Meetings: Parties will meet at agreed upon regularly schedule days to share project developments, project status, and project reviews.
C Project Development: Lead Agency, in conjunction with Cooperating Agency(ies), will provide recommendations for avoidance, minimization, and mitigation at the earliest stage possible in project development.

ARTICLE V

Duration

This MOU shall remain in effect for only as long as the FEMA Joint Field Office is in operation or for three (3) years, whichever comes first. Prior to such time, Parties may consult to reconsider the terms of this MOU and extend it for another term. Any extension should be made or captured in writing. Prior to such an extension the Parties may amend the MOU in accordance with Stipulation VI. below.

ARTICLE VI

Amendments

This MOU may be amended when such an amendment is agreed to in writing by all Parties. The amendment will be effective on the date a copy of the amended MOU has been signed by all of the Parties.

ARTILE VII

Termination

If any Party determines that the terms of the MOU will not or cannot be carried out, that Agency shall immediately consult with the other Parties to develop an amendment in accordance with Stipulation VI, above. If within thirty (30) days or a time period agreed to by all parties an amendment cannot be reached, any Party may terminate the MOU upon written notification to the other Parties.

ARTICLE VIII

Issue Elevation

Any issue or dispute that arises between or among the Parties during the course of the EHP review associated with a Disaster Recovery Project shall be addressed expeditiously to avoid delay in making the Federal Agency Decision(s) on a proposed project. This provision is intended to ensure that all Parties work as collaboratively and quickly as possible to resolve any issues or disputes that could delay a Federal Agency Decision. If there is a dispute resolution process established in an applicable law, regulation, or a legally binding agreement then it will be implemented using, to the maximum extent practicable, the timeframes in this provision.
Federal Agencies involved in reaching a Federal Agency Decision(s) for a proposed Disaster Recovery Project will seek to resolve issues or disputes at the earliest possible time through discussion at the lowest appropriate organizational level, i.e., project-level staff who have day-to-day involvement in a project. If an issue cannot be resolved through meetings among the project-level staff, then the staff will notify the appropriate Agency personnel having regional management responsibilities over this issue. The regional management staff will enter discussions to resolve the issue or dispute and will have ten days in which to do so, unless, at the end of the ten day period, all regional management staff involved in the issue or dispute agree that progress toward resolution is being made, in which case the discussions may be extended for an additional ten days. Where appropriate, the project Applicant should be engaged and its issues should also be addressed through this collaborative process.

Should discussions among those regional managers fail to achieve resolution within 20 days or where there are no such personnel with regional management responsibilities in an Agency involved, then the dispute will be elevated to a senior Agency official at the Agency's headquarters office. The senior Agency official will promptly contact his/her counterparts at the other Agencies involved in the dispute to expeditiously address the matter and to avoid delay in the timely completion of the Federal Agency Decision. If a resolution of the matter cannot be achieved at this level the matter will be elevated to the relevant signatories of this agreement for resolution.

If an Agency has vested, by regulation, the ultimate decision making authority for a Federal Agency Decision in a particular Agency official, then that official will participate as the senior Agency official, but will notify their headquarters office of the nature of the issue and their participation in this process.

In the event a matter is elevated to the signatories of this MOU and FEMA was not already a Party to the issue elevation process, then the FEMA Administrator will join the process.

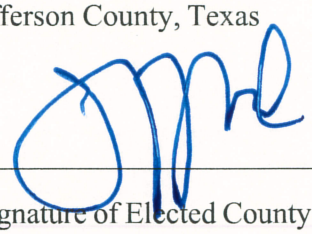
As appropriate, the Agency whose Federal Agency Decision is the subject of the issue or dispute will provide the other Agencies involved in the issue or dispute with the necessary guidance and direction regarding the proper application of its relevant authorities. Nothing herein precludes any Party involved in the issue from consulting with relevant offices of other executive branch departments or Agencies.

VIIII.
Appendices

1.Definition: Appendix A
2.Point of Contacts: Appendix B
3.Brief Agency Description of funding and assistance programs being utilized during the event. Appendix C

SIGNATURES:

Jefferson County, Texas



09-10-2018

Signature of Elected County Official Date

Liberty Heights Community Center, Nonprofit

Digitally signed by Sharleen JeanBaptiste, President & CEO
DN: cn=Sharleen JeanBaptiste, President & CEO, o=Liberty Heights Community Center, Nonprofit, ou=Administration, email=libertyheightscc@msn.com, c=US
Date: 2018.08.08 17:46:18 -04'00'

8/8/2018

Sharleen JeanBaptiste, B.A.A.S, A.G.S. Date
President

APPENDIX A

Applicant - An individual, organization, or government who applies for direct Federal funding or assistance, can include any of the following: Federally recognized Native American Indian Tribes, Alaskan Native Tribal Governments, authorized Tribal organizations, Alaskan Native village or organizations, state Government Agencies, local governments and special districts, private non-profit organizations, or individual home and business owners.

Cooperating Agency - Any Federal Agency other than a Lead Agency that has jurisdiction by law or special expertise with respect to any environmental impact, involved in a proposal (or a reasonable alternative) for legislation or other major Federal action significantly affecting the quality of the human environment. A state or local Agency of similar qualifications or, when the effects are on a reservation, an Indian Tribe, may by agreement with the Lead Agency become a Cooperating Agency. Cooperating Agencies are selected in accordance with NEPA regulations (40 CFR 1501.6).

Disaster Recovery Project - An action taken after the immediate threat to life and property in a Presidentially-declared disaster has been addressed and which action (1) is subject to Federal involvement by reason of Federal funding (in whole or in part), Federal permitting, or other Federal approval; and, (2) is to (a) restore a community's facilities to pre-disaster condition or to pre-disaster capacity with such changes as may, for example, aid efficiency, resilience, or sustainability in those capabilities, or (b) provide hazard mitigation activities. Note: An action may be a disaster recovery project even while other "disaster response" actions continue to neutralize ongoing threats to the preservation of life and other property. There is no calendar deadline after which projects to restore a semblance of normal life in a disaster area are no longer considered disaster recovery projects. An action may be preliminary to actual restoration, such as providing debris removal or temporary housing. Furthermore, a community's facilities may include those that are man-made or part of the natural environment, whether in public or private ownership.

Disaster Response - Actions taken immediately after a Presidentially-declared disaster occurs to save lives, protect property and the environment, meet basic human needs, stabilize the incident, restore basic services and community functionality, and establish a safe and secure environment moving toward disaster recovery.

Environmental and Historic Preservation Reviews - The Federal review necessary to comply with environmental and historic preservation law.

Lead Agency - The Lead Agency is designated to supervise preparation of the environmental analysis and conduct any relevant historic preservation reviews that are applicable to the project. Federal Agencies, together with Tribal, state, or local Agencies, may act as joint Lead Agency.

Party - Agencies that have signed and committed to the roles and responsibilities outlined in this MOU.

Responsible Entity (or HUD RE) - A recipient of a Community Development Block Grant funding from the U.S. Department of Housing and Urban Development. Responsible entities may be an Indian Tribe, Alaskan Native village or organization, the Department of Hawaiian Home Lands, state, or unit of general local government, responsible entities assume the authority and responsibility of fulfilling Federal environmental and historic preservation requirements.

APPENDIX B

POINTS OF CONTACT:

If for Liberty Heights Community Center:

Mailing address:
Liberty Heights Community Center
c/o Sharleen Orphe-Jeanbaptiste, President
9842 Audelia Rd., #2002
Dallas, TX 75238-1969

Site address:
Port Arthur Site Address:
Liberty Heights Community
Center 2349 Memorial Blvd.
Suite B
Port Arthur, Texas 77642

If for Jefferson County, TX:

Jeff Branick, County Judge
Jefferson County
Courthouse 1149 Pearl
Street Beaumont, Texas
77701

APPENDIX C Exhibit 1

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
SKYLOR HEARN
DEPUTY DIRECTORS

COMMISSION
STEVEN P. MACH, CHAIRMAN
MANNY FLORES
A. CYNTHIA LEON
JASON K. PULLIAM
RANDY WATSON

May 21, 2018

Ms. Sharleen JeanBaptiste
President
Liberty Heights Community Center
9842 Audelia Road, #2002
Dallas, TX 75238
libertyheightscc@msn.com

Re: DR-4332 Notices of Intent

Dear Ms. JeanBaptiste:

This letter is in response to your Notices of Intent (NOIs) for DR-4332 Hurricane Harvey submitted on May 2, 2018 listed below:

NOI No.	Proposed Project Description
388	Structural Elevation of Jefferson County Structures
389	Mitigation Reconstruction of Jefferson County Structures
390	Dry Flood Proofing of Jefferson County Structures
391	Education and Awareness Project

The Texas Division of Emergency Management (TDEM) staff reviewed your NOIs. After review of the information provided, it appears that you are an eligible applicant and your project may be eligible for funding under the Hazard Mitigation Grant Program (HMGP).

NOI 388-390 The projects referenced require jurisdictional control to manage open space restrictions and maintenance, jurisdictional planning and standards, design standards, inspections, building code enforcement and National Flood Insurance Program (NFIP) standards.

To be considered an eligible applicant for these projects a Memorandum of Agreement or Understanding between Liberty Heights Community Center and the City of Port Arthur or Jefferson County, Texas is required. You are strongly encouraged to coordinate activities with Jefferson County.

NOI 391 – Education Awareness: The Scope of Work (SOW) must define the intent of work proposed. A fully developed SOW, Cost Estimate, and other application components will be required for review.

The *TDEM Recovery, Mitigation, and Standards Hazard Mitigation Grant Program (HMGP) Application* is attached. TDEM requests that you submit your completed HMGP application to TDEM at your earliest convenience.

You may contact us by email at TDEM-Mitigation@dps.texas.gov or by telephone at 512-377-0023.

Respectfully,

David Jackson
State Hazard Mitigation Officer
Hazard Mitigation Section Administrator
Recovery, Mitigation & Standards
Texas Division of Emergency Management

512 424 7820

Attachment: *Section 404 Hazard Mitigation Grant Program (HMGP) Application Introduction, Instruction, and Information*

APPENDIX C Exhibit 2

GRANT TERMS AND CONDITIONS
FEMA-4332-DR-TX

This Grant Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Department of Public Safety (DPS) / Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the grant recipient, **LIBERTY HEIGHTS COMMUNITY CENTER**, hereinafter referred to as the "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this grant agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of TDEM and DHS/FEMA.

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for grants administration purposes.

c. A Subrecipient is also known as a "SubGrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for grants administration purposes.

e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from DPS/TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

g. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
   1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
   5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
   6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
   7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
   8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform**. In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

C. **Funding Obligations**. DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
   2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM or DHS/FEMA to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after DPS/TDEM requests such refund

D. **Performance Period**. The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
   - Ô Public Law 93-288, as amended (Stafford Act)
   - Ô 44 CFR, Emergency Management and Assistance
   - Ô Disaster Mitigation Act of 2000
   - Ô OMB Regulations 2 CFR, Grant and Agreements
   - Ô Executive Order 11988, Floodplain Management
   - Ô Executive Order 11990, Protection of Wetlands
   - Ô Executive Order 12372, Intergovernmental Review of Programs and Activities
   - Ô Executive Order 12549, Debarment and Suspension
   - Ô Executive Order 12612, Federalism
   - Ô Executive Order 12699, Seismic Design
   - Ô Executive Order 12898, Environmental Justice
   - Ô Coastal Barrier Resources Act, Public Law 97-348
   - Ô Single Audit Act, Public Law 98-502
   - Ô Sandy Recovery Improvement Act publications

- Ô 16 U.S.C. § 470, National Historic Preservation Act
- Ô 16 U.S.C. § 1531, Endangered Species Act References
- Ô FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
http://www.txdps.state.tx.us/dem/GrantsResources/index.htm.
Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov . The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
   a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
   b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to DPS/TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.dps.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

Must perform **cost/price analysis** for purchases over $3000.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.
1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. **Changes, Amendments, Suspension or Termination**

1. Modification. DHS/FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or DPS/TDEM determines that changes are necessary to this Grant

after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
   a. The reason(s) for such termination;
   b. The effective date of such termination; and
   c. In the case of partial termination, the portion of this Grant to be terminated.
   d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

Ô The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and

Ô The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. DPS/TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), DPS/TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant.
The closeout of this Grant does not affect:

1. DHS/FEMA or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

GRANT TERMS AND CONDITIONS
FEMA-4332-DR-TX

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

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EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

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EXHIBIT C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

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I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

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EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

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14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

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EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

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EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.

2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.

4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.

5. A cost overrun appeal on small ($123,100) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.

9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a

certificate of completion. **Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.**

10. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

11. Completed record and cost documents for all approved work must be retained for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.

12. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

13. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

14. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.

15. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.

16. 2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving State Management Costs (SMC). Currently, TDEM reserves all SMC to manage the states roles in the disaster. Subrecipients are entitled to claim Direct Administrative Costs for each of the projects it manages.

GRANT TERMS AND CONDITIONS
FEMA-4332-DR-TX

EXHIBIT G

Additional Grant Certifications

Match Certification

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

EXHIBIT H

Request for Information and Documentation Policy and Guidelines

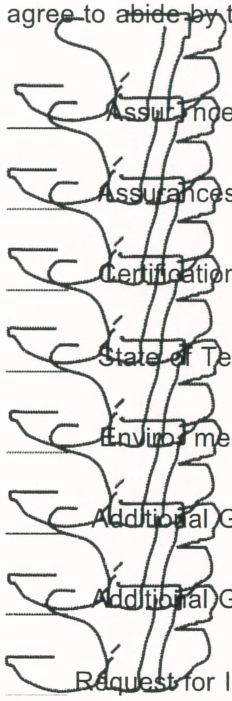
It is crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects that timelines be established for providing information and documentation. TDEM has developed a framework to support this endeavor following a progressive series of communications for the Subrecipient (RFI). TDEM will work with you throughout the RFI process as communication is the key to your success.

RFI Timelines	
First Informal Request	The primary contact for the Subrecipient will receive the RFI via email with five business days to respond.
Second Informal Request	A second email to the primary contact will be sent with an additional five business days to respond.
Third Informal Request	A phone call will be made to the primary contact with a third email requesting the information to be provided within five business days. The Regional Section Administrator and State Coordinator will be copied.
Fourth Formal Request	The Supervising Program Director of Recovery will issue a certified letter to the highest ranking official highlighting previous requests and an additional ten days to provide the requested information.
Final Formal Request	A final request by certified letter will be issued by the Deputy Assistant Director of Recovery, Mitigation, and Standards, or the Assistant Director of the Texas Division of Emergency Management to the highest ranking official giving the final ten business days to respond or deobligation of the project will begin.
Final Action	If the RFI is not sufficiently answered, the project will be deobligated, and any previously paid funds must be returned to TDEM.

Reference: RMS Services Grant Program Request for Information and Documentation August 2017

GRANT TERMS AND CONDITIONS
FEMA-4332-DR-TX

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.



_____ Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"

_____ Assurances – Construction Programs, hereinafter referred to as "Exhibit B"

_____ Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"

_____ State of Texas Assurances, hereinafter referred to as "Exhibit D"

_____ Environmental Review Certification, hereinafter referred to as "Exhibit E"

_____ Additional Grant Conditions, hereinafter referred to as "Exhibit F"

_____ Additional Grant Certifications, hereinafter referred to as "Exhibit G"

_____ Request for Information and Documentation referred to as "Exhibit H"

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

_____ - 11/21/2017

Signature of Certifying Official **Date**

Sharleen JeanBaptiste, President & CEO

Printed Name and Title

FEMA **RECOVERY POLICY**

APPENDIX A: Agreement for Participation

This Agreement ("Agreement") is made by and between the Federal Emergency Management Agency ("FEMA"}, the State of Texas ("Recipient" or "State"), and participating Subrecipients, collectively "the Parties," as of the date of the executed Agreement. This Agreement is hereby incorporated into and made part of the disaster assistance processing for the Public As.sistance Alternative Procedures for Direct Administrative Cost for Subrecipient Administrative Costs for both non-fixed estimate grants provided under sections 403,406, and 407 of the Stafford Act, as wellasfixed estimate, capped grams underseclion 428 ofthe Stafford Act.Oncea Subrecipient agrees to pai licipate in the pilot, all direct administrative costs for their obligated PWs must be included.

Areemem Scipulations

A. Each Party acknov.ledges and agrees that the grant conditions of this Agreement constitute an agreement of FEMA, the Recipient, and the Subrecipient (by signature of the Recipient and Subrecipient) related to FEMA's discretionary eligibility detenninations reflected herein and in the administratt\'C cost PW.

B. The Parties agree that no additional documentation outside of that described in Section VIII.C.1. of the Recovery Policy for Public Assistance Alternative Procedures for Direct Administrative Costs will be required by FEMA to substantiate the fixed estimate DAC award, pursuant to the tenns of this Agreement.

C. The Parties agree that these conditions comport with the statutes, rules, and regulations that relate to and govern awards under FEM A's Public Assistance program and section 428 of the Stafford Act. The parties agree that these conditions do not create any liability on the part of FEMA that would be contrary to 42 U.S.C. § 514R.

D. FEMA will deobligate funding awarded in compliance with this Agreement and memorialized in the respective PW only (1) us a remedy for non-compliance with the closeout requirement al 2 CFR § 200.343(a) pursuam to Section IV of this policy; or (2) upon a determination of fraud, waste, or abuse. FEMA recognizes that any subsequent delennination that deobligates funding associated with the determinations made herein and memorialized in the respective PW could constitute a new dispute subject to appeal under 44 C.F.R. 206.206.

FEMA RECOVERY POLICY

In consideration of the foregoing covenants, the Parties do hereby set forth their signatures:

Sandra Fulenwider
Sandra Fulenwider
Assistant Division Director
Texas Division of Emergency Management
Recovery, Mitigation, and Standards

1/19/18
Date

Traci L. Brasher
Traci LBrasher, TEM
Recovery Division Director
redcra l Emergency Management Agency

1/19/18
Date

Liberty Heights Community Center
Name of Subrecipient

Signature of Subrecipient's Authorized Representative

Date

Printed Name and Tit e

Date

Email your signed form to:
tdemrecovery. dac@dps.texas.gov

Brief Agency Description:
Federal Emergency Management Agency (FEMA)

The following programs, legal authorities, and staff roles are the primary means by which FEMA supports disaster recovery efforts.

PROGRAMS

1. Hazard Mitigation Grant Program (HMGP) – HMGP provides grants to Tribal Governments, states, Territories, local governments, and eligible private nonprofits to implement long-term hazard mitigation measures after a major disaster declaration declared by the President. HMGP includes Pre-Disaster Mitigation, Flood Mitigation, Severe Repetitive Loss, and Repetitive Flood Claims Grants. The purpose of the HMGP is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster.
2. Public Assistance (PA) Grant Program – This program helps Tribal, state, and local governments and eligible private nonprofits in their response and recovery to a disaster by providing financial assistance in the form of grants from major disasters or emergencies declared by the President. The program also encourages protection of damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process.
3. Individual Assistance (IA) Grant Program – This program provides temporary assistance for individuals to include temporary housing and financial assistance with other needs, such as emergency sheltering and minor home repairs.

LEGAL AUTHORITIES

1. Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended, 42 U.S.C. 5121-5207) – provides the statutory authority for Federal disaster response activities and for FEMA's disaster assistance programs. FEMA's emergency and disaster assistance programs are implemented at 44 CFR Part 206.
2. Executive Order 11988 *Floodplain Management*: FEMA is tasked with review of projects to ensure compliance with this executive order. Further guidance can be found at http://www.fema.gov/environmental-planning-and-historic-preservation-program/executive-order-11988-floodplain-management.
3. Executive Order 11990 *Protection of Wetlands* – Executive order 11990 require Federal Agencies to avoid, minimize, and mitigate harm to wetlands from Federal activities. FEMA maintains a floodplain Map Service Center with publicly available information about the location of floodplains. FEMA also maintains the National Flood Insurance Program, which provides insurance to homeowners, renters, and business owners.

STAFF & ROLES

1. Cadre of On-Call Response/Recovery Employees (CORE) – work full time for a specific, limited period (between two to four years) for a disaster.
2. Federal Disaster Recovery Coordinators (FDRCs) – coordinate disaster relief through field offices. FDRCs facilitate disaster recovery coordination and collaboration among the various stakeholders involved in disaster recovery, including Agencies, Tribes, and community organizations. FDRCs and Recovery Office Directors manage the Federal response and recovery to a disaster. The FDRC, FCO, and Recovery Office Directors coordinate relief through field offices and takes action to

provide Federal assistance.

3. Recovery Office Directors – oversee recovery operations for one or more disasters within a recovery office.
4. Federal Coordinating Officer (FCO) – manages the Federal response operations for each Presidentially-declared disaster or emergency. FCOs are responsible for government and intergovernmental coordination, assessing the needs of a disaster, establishing a Joint Field Office, and identifying staffing and other resource requirements. FCOs oversee disaster recovery efforts while the event is transitioning from disaster response to disaster recovery.
5. Environmental and Historic Preservation Advisor (EHAD) – acts as primary point of contact for coordinating EHP reviews and addressing questions and concerns at a disaster.
6. Regional Environmental Officer (REO) – directs the regional EHP program. REOs coordinate with, or act as, EHADs during a disaster declaration.
7. Deputy REO (DREO) – supports the REO with a range of EHP duties. The DREO assists with the completion of EHP reviews.
8. UFR Advisor–acts as a liaison and coordinator between Federal Agencies. The UFR Advisor is often a FEMA employee, but if FEMA is unable to fill the role during a disaster due to capacity issues, the UFR Advisor may come from other support Agencies of the NCR RSF. If the Federal disaster recovery leadership determines the need for a UFR Advisor, the UFR Advisor will deploy to support leadership in the Joint Field Office or other deployment locations. There may be multiple UFR Advisors if there are multiple Joint Field Offices. The UFR Advisor will make the determination whether to create disaster-specific mechanisms to support interagency coordination, such as a Disaster-Specific MOU.
9. Environmental and Historic Preservation Cadre- part-time staff that are deployed to disasters to work in the Recovery Offices, Regional Offices or a Joint Field Office to help assist with EHP reviews.

AGENDA ITEM **September 17, 2018**

Consider and possibly approve an Amended Order Designating the Premcor Refinery Reinvestment Zone which was created by Order of the Commissioners Court on September 4, 2018 pursuant to Sec. 312.401, Tax Code. (This is to correct a ministerial mistake)

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	OF
COUNTY OF JEFFERSON	§	JEFFERSON COUNTY, TEXAS

AN AMENDED 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)

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 17th day of September, 2018, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, the Commissioners Court of Jefferson County, Texas did on September 4, 2018, duly adopt an Order creating the "Premcor Refinery" Reinvestment Zone; and

WHEREAS, two property descriptions were attached thereto, one of which was incorrect; and

WHEREAS, it is necessary to correct this ministerial mistake,

IT IS HEREBY RESOLVED that the attached Exhibit "A" shall correctly define the property description of the "Premcor Refinery" Reinvestment Zone.

Signed this 17th day of September, 2018,

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE ALFRED
Precinct No. 4

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

BEING a combined 1,029.036 acre tract or parcel of land situated in the B.C. Arthur Survey, No. 227 and in Ranges P and Q, Blocks 2, 3, and 4 (2,3 & 4), Jefferson County, Texas and being all of TRACT 3, TRACT 5 and TRACT 6 and also being a tract or parcel of land described in deed from Port Arthur Land Company to Gulf Refining Company, dated November Ii, 1913, recorded in Volume 140, Page 216, Deed Records, Jefferson County, Texas, and also being a tract or parcel of land described in deed from Port Arthur Land Company to J.M. Guffey, dated April 3, 1901, recorded in Volume 49, Page 632, Deed Records, Jefferson County, Texas, and a tract or parcel of land described in deed from Port Arthur Land Company to Gulf Refining Company, dated January 11, 1902, recorded in Volume 56, Page 160, Deed Records, Jefferson County, Texas and a 103.224 acre tract or parcel of land out of and part of that certain tract or parcel of land described by deed dated 1-11-12 recorded in Volume 126, Page 194, Deed Records, Jefferson County, Texas, executed by the Texas New Orleans Railroad Co. in favor of Gulf Refining Co., also that 16.17 acres described by deed dated 12-3-46 recorded in Volume 651 Page 74, Deed Records, Jefferson County, Texas, executed by Port Arthur Canal and Dock Co. in favor of Gulf Oil Co., also that 37.06 acres described by deed dated 6-1-22 recorded in Volume 222 Page 483, Deed Records, Jefferson County, Texas, executed by G.N. Bliss in favor of Gulf Refining Co., also that certain parcel known as Tract 2 in deed dated 6-28-22 recorded in Volume 219 Page 76, Deed Records, Jefferson County, Texas, executed by Port Arthur Canal and Dock Co. in favor of Gulf Refining Co,, also that 2.50 acres described in deed dated 7-13-14 recorded in Volume 145 Page 120, Deed Records, Jefferson County, Texas, executed by Joe Stewts, et al, in favor of Gulf Refining Co., also that certain 7040 acre tract described by deed dated 1-16-22 recorded in Volume 213 Page 269, Deed Records, Jefferson County, Texas, executed by Port Arthur Rice Milling Co. in favor of Gulf Refining Co., also that certain 0,43 acre Quitclaim Deed dated 6-28-22 recorded in Volume 222 Page 328, Deed Records, Jefferson County, Texas, executed by The Trustees of the Port Arthur Land Co. in favor of Gulf Refining Co., also that certain Tract known as Tract 3 as described in Volume 95 Page 499, Deed Records, Jefferson County, Texas, also that certain 45.80 acre as described by deed dated 2-7-02 recorded in Volume 57 Page 166, Deed Records, Jefferson County, Texas, executed by J.M. Guffey Petroleum Co. in favor of Gulf Refining Co,, also out of and part of that 70.00 acre tract or parcel as described by deed dated 1-11-02 recorded in Volume 56 Page 160, Deed Records, Jefferson County, Texas, also out of and part of that certain 19.50 acre tract as described by deed dated 12-14-01 recorded in Volume 55 Page 344, Deed records, Jefferson County, Texas, executed by The Trustees for the Port Arthur Land Co. in favor of J.M. Guffey Petroleum Co., also that certain 1,11 acre tract described as "SECOND TRACT" in that certain deed dated 2-26-07 recorded in Volume 95 Page 499, Deed Records, Jefferson County, Texas, executed by H.A. Phillips in favor of Gulf Refining Co. and a 371.719 acre tract or parcel of land out of and part of that certain 279.46 acres of land described as "First Tract" by deed dated 2-26-07 recorded in Volume 95 Page 499, Deed Records, Jefferson County, Texas, executed by H.A. Phillips in favor of Gulf Refining Co., also that certain tract known as "Tract 1" as described in a deed dated 11-14-80 recorded in Volume 2276 Page 267, Deed Records, Jefferson County, Texas, executed by Texaco, Inc. in favor of Gulf Oil Co., also that certain 27.20 acre tract as described in a deed dated 6-28-13 recorded in Volume 139 Page 44, Deed Records, Jefferson County, Texas, also that certain 40 foot strip of land being more particularly described as "Tract 1" by deed dated 12-28-21 recorded in Volume 212 Page 6, Deed Records, Jefferson County, Texas, executed by The County of Jefferson in favor of Gulf Refining Co., also that 175.09 acres as described by deed dated 10-30-15 recorded in Volume 153 Page 11, Deed Records, Jefferson County, Texas,

executed by The Texas Co. in favor of Gulf Refining Co., also part of that 1.17 acre tract described by deed dated 3-29-15 recorded in Volume 149 Page 89, Deed Records, Jefferson County, Texas, executed by The Trustees of The Port Arthur Land Co. in favor of Gulf Refining Co. said 1,029.036 acre tract being more particularly described as follows:.

NOTE: Bearing based on Port Arthur Land Co, Subdivision as recorded in Volume 1, Page 24 of the Map Records, Jefferson Count)), Texas.

COMMENCING at Gulf Oil monument found for the southwest corner of a 0.034 acre tract as described in Volume 219 Page 76;

THENCE North 01'1531" West, a distance of 8630.63 feet to a point for corner at the Northwesterly corner of the intersection of the Southern Pacific Railroad and Spur 214 for the POINT OF BEGINNING;

THENCE North 48'42'36" West, a distance , of 2719,16 feet to a point for corner in the Southwesterly right-of-way line of Sour 214;

THENCE South 622624" West, along the centerline of Alligator Bayou, a distance of 1616,87 feet to a point for corner;

THENCE South 24'44'30" West, a distance of 398.67 feet to a point for corner in the beginning of a curve tangent to said line;

THENCE southwesterly, westerly, northwesterly and northerly a distance of 120.69 feet to a point for corner along the curve concave to the north, having a radius of 50.00 feet and a central angle of 138°18'20";

THENCE North 1657'10" West, tangent to said curve, a distance of 24.05 feet to a point for corner in said "Tract 1"

THENCE North 45°5047" West, along the North line of said "Tract 1" a distance of 88.00 feet to a point for corner;

THENCE North 71[1]53'59" West, a distance of 126.04 feet to a point for corner;

THENCE North 87'4224" West, a distance of 60.09 feet to a point for corner;

THENCE South 85'17'12" West, a distance of 80.91 feet to a point for corner;

THENCE South 80'30'52" West, a distance of 100.96 feet to a point for comer;

THENCE South 76°32'31" West, a distance of 123.41 feet to a point for corner;

THENCE South 66°1421" West, a distance of 91,21 feet to a point for corner;

THENCE South 59 .5640" West, a distance of 156,61 feet to a point for corner;

THENCE South 48 '4806" West, a distance of 70.05 feet to a point for corner;

THENCE South 32 '46'13" West, a distance of 107.22 feet to a point for corner;

THENCE South 70 '06'37" West, a distance of 159.21 feet to a point for corner;

THENCE South 50 '1053" West, a distance of 38.21 feet to a point for corner;

THENCE South 01 '46'02" West, a distance of 68,28 feet to a point for corner;

THENCE South 53 *2242" East, a distance of 27,65 feet to a point for corner;

THENCE South 59 '00'03" West, a distance of 109.15 feet to a point for corner;

THENCE South 61^0 5850" West, a distance of 541.26 feet to a point for corner;

THENCE South 68° 46'16" West, a distance of 295,50 feet to a point for corner;

THENCE South 10° 25'56" West, a distance of 318,66 feet to a point for corner;

THENCE South
32°01'59" West, a distance of 255.23 feet to a point for corner in the Northerly right-of-way of the Southern Pacific Railroad (based on a 100' right-of-way);

THENCE South 51°05'32" East, along and with the said Northerly line, a distance of 2232.22 feet to a point for corner to the beginning of a curve tangent to said line:

THENCE southwesterly and southerly a distance of 1381.00 feet to a point for corner along the curve concave to the southwest having a radius of 1945,36 feet and a central angle of 40°40'26";

THENCE South 10°25'06" East, tangent to said curve, a distance of 1131.47 feet to a point;

THENCE South 10'25'06" East, for a distance of 699,14 feet to a point;

THENCE South 10°25'06" East, along said Highway right-of-way line, a distance of 277.39 feet to a point for corner in the Northerly bank of the Turning Basin;

THENCE South 72°55'22" East, along the North side of said Turning Basin, a distance of 42.98 feet, to a point on the existing headwall for corner;

THENCE South 65'29'15" East, a distance of 95,85 feet, to a point on the existing headwall for corner;

THENCE South 59°07'53" East, a distance of 44.54 feet, to a point on the existing headwall for corner;

THENCE South 7714'26" East, a distance of 25.61 feet, to a point on the existing headwall for corner;

THENCE South 42O2132" East, a distance of 318.57 feet, to a point on the existing headwall for corner;

THENCE South 59°,44'46" West, a distance of 50.68 feet, to a point on the existing headwall for corner;

THENCE South 29°36'07" East, a distance of 849.33 feet, to a point on the existing headwall for corner;

THENCE South 23°47'44" East, a distance of 1208.02 feet, to a point on the existing headwall for corner;

THENCE South 48°53'15" East, a distance of 850.91 feet, to a point on the, existing headwall for corner;

THENCE South 39°58'06" East, a distance of 49.69 feet, to a point on the existing headwall for corner;

THENCE South 48°3256" East, a distance of 234.76 feet to an iron rod found for corner;

THENCE South 02°1615" West, a distance of 30.72 feet to an iron rod found for corner;

THENCE South 42°0626" West, a distance of 273.86 feet to an iron rod found for corner;

THENCE South 48°40'11' West, a distance of 850.45 feet to an iron rod found for come

THENCE South 37°13'59" West, a distance of 58.96 feet to an iron rod found for corner;

THENCE South 09'1218' East, a distance of 809.79 feet to an iron rod found for corner;

THENCE South 10'27'44" East, a distance of 246.66 feet to an iron rod found for corner;

THENCE South 11°47'42" East, a distance of 273,53 feet to an iron rod found for corner;

THENCE North 54°48'49" East, a distance of 88.17 feet to an iron rod found for corner;

• THENCE North 69'06'30" East, a distance of 199.73 feet to an iron rod found for corner;

THENCE North 8047'47" East, a distance of 166.13 feet to an iron rod found for corner;

THENCE North 80°39'45" East, a distance of 63129 feet to an iron rod found for corner;

THENCE North 65'43'07" East, a distance of 197.89 feet to an iron rod found for corner;

THENCE North 61°12'28" East, a distance of 201.96 feet to an iron rod found for corner;

THENCE North 52°05'05" East, a distance of 198.63 feet to an iron rod found for corner;

THENCE North 34°2004" East, a distance of 201.89 feet to an iron rod found for corner;

THENCE North 2041'05" East, a distance of 201.24 feet to an iron rod found for corner;

THENCE North 14°08'03" East, a distance of 63.15 feet to an iron rod found for corner;

THENCE North 16°5140" West, a distance of 230.63 feet to an iron rod found for corner;

THENCE North 25°4800" West, a distance of 300.34 feet to an iron rod found for corner;

THENCE North 41'13'00" East, a distance of 214.93 feet to a point;

THENCE North 41°1300" East, a distance of 30.39 feet to a point for corner in the Southerly right-of-way line of the Kansas City Southern Railroad;

THENCE, a curve to the right, along said Southerly right-of-way line, from whose the chord bears North 48°28¹13" West, a distance of 138,90 feet, along the curve concave to the northeast, having a radius of 794.50 feet and a central angle of 10°01'0r;

THENCE North 41'4036" West, a distance of 836.93 feet to a point;

THENCE South 411724" West, a distance of 60.45 feet to a point;

THENCE NORTH 41¹1724" EAST, along and with the north right-of-way line of West Seventh Street and the north line of Tract 4; for a distance of 3787.05 feet

THENCE NORTH 48°42¹36" WEST, along and with the north right-of-way line of West Seventh Street; for a distance of 66.00 feet to a point for corner;

THENCE NORTH 41°1724" EAST, along and with the north right-of-way line of West - Seventh Street; for a distance of 218.00 feet to a point for corner, in the north right-of-way line of West Seventh Street;

THENCE NORTH 02'02'36" WEST, along and with the westerly right-of-way line of an 80 foot Texaco Pipeline right-of-way; for a distance 2965.02 feet to a point for comer in the north right-of-way line of West Seventh Street;

THENCE NORTH 48°42'36" WEST, along and with the west right-of-way line of State Highway Spur 214; for a distance of 2486.13 feet to a point for corner;

THENCE SOUTH 60°27¹30" WEST, for a distance of 109.17 feet to a point for corner;

THENCE SOUTH 38°17¹24" WEST, along and with the south right-of-way line of State Highway 87; for a distance of 172.65 feet to a point for corner in the south right-of-way line of State Highway 87 and the west right-of-way line of State Highway Spur 214;

THENCE NORTH 51°42'36" WEST, along and with the south right-of-way line of State Highway 87; for a distance of 13.99 feet to a point for corner in the south right-of-way line of State Highway 87;

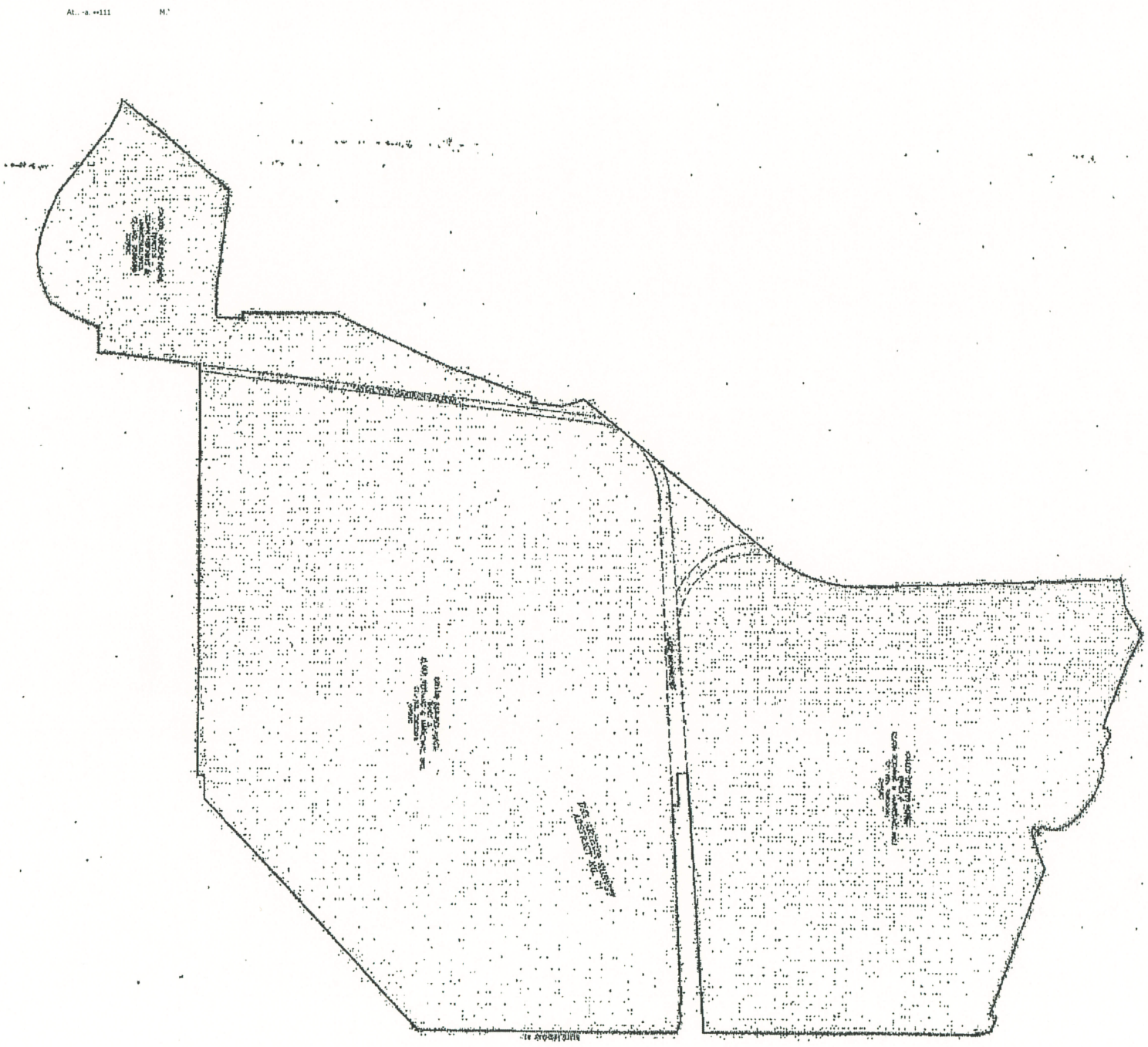
THENCE SOUTH 38⁰1724" WEST, along and with the south right-of-way line of State Highway 87; for a distance of 1850.06 feet to a point for corner in the south right-of-way line of State Highway 87;

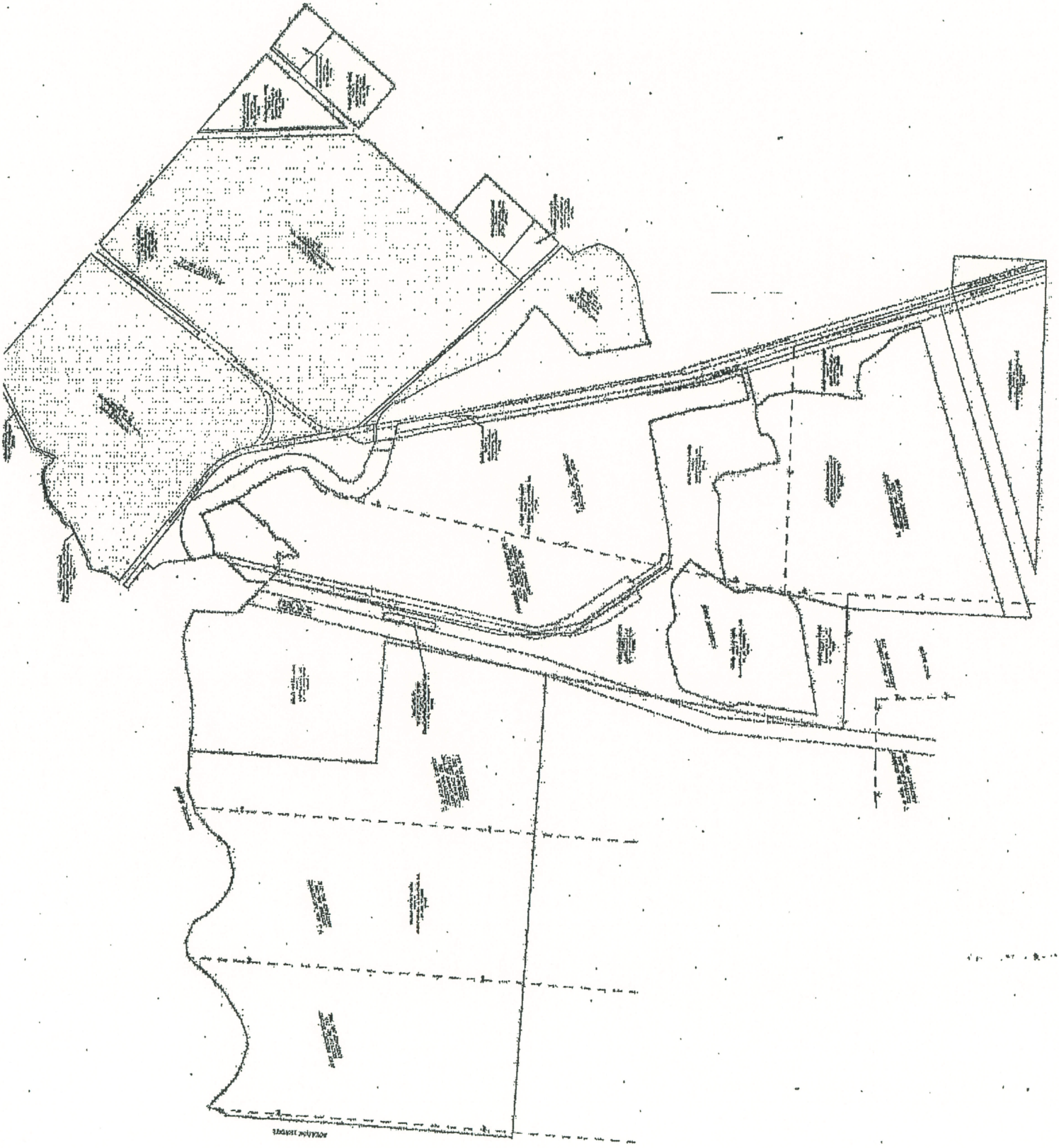
THENCE NORTH 49°4616" WEST, along and with the south right-of-way line of State Highway 87; for a distance of 60.01 feet to a point for corner in the south right-of-way line of State Highway 87;

THENCE SOUTH 38°17¹24" WEST, along and with the south right-of-way line of State Highway 87; for a distance of 229.19 feet to a point for corner in the south right-of-way line of State Highway 87;

THENCE NORTH 49⁰46'16" WEST, for a distance of 100.07 feet to a point;

THENCE North 37°14'24" East, for a distance of 2437.82 feet to the POINT OF BEGINNING,





PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 17th day of September, 2018, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Proclamation was adopted:

Julie Rogers "Gift of Life" Program
2018 Ovarian & Breast Cancer Awareness Months

WHEREAS, September and October are National Ovarian and Breast Cancer Awareness Months, respectively; and

WHEREAS, the public is still largely unfamiliar with ovarian cancer, a silent disease with vague symptoms, that ranks as the fifth leading cause of cancer-related death among women and the deadliest of all gynecologic cancers; and

WHEREAS, breast cancer is the most common cancer among American women, except for skin cancers, and approximately 1 in 8 women in the U.S. will develop invasive breast cancer during her lifetime; and

WHEREAS, this year it is estimated that 288,360 women will be diagnosed with either breast or ovarian cancer and 54,990 women will die from these diseases in the United States; and

WHEREAS, it is imperative that women are educated about cancer symptoms and risk factors and receive a yearly mammogram, which is recognized as the single most effective method for detection of breast cancer; and

WHEREAS, to heighten awareness of these diseases, the Gift of Life will host the 8th Annual Julie Richardson Procter 5K Ribbon Run *Color Rush* Carnival in Downtown Beaumont on Saturday, October 6 for an estimated 6,500 participants; and

WHEREAS, the Gift of Life annually provides nearly 2,300 medically underserved Southeast Texans with free breast cancer screenings and nearly 1,000 diagnostic mammograms, ultrasounds and biopsies, with access to cancer treatment; and

WHEREAS, the program has expanded its women's preventative healthcare services to include screenings that indicate risks for stroke, heart disease and diabetes; and

WHEREAS, the Gift of Life has helped extend the lives of more than 230 women whose breast cancer was detected through its free critical services; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim the month of September as OVARIAN CANCER AWARENESS MONTH, October as BREAST CANCER AWARENESS MONTH, and Monday, September 17 as GIFT OF LIFE PROGRAM DAY in Jefferson County and ask all citizens to join me in raising awareness and becoming informed..

Signed this 17th day of September, 2018.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, September 06, 2018 10:50 AM
To: 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us)
Cc: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); 'Jody Jannise' (jjannise@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); rpls5163@aol.com; katrina.purcell@beaumonttexas.gov
Subject: Minor Plat of Lot 1- 0.2972 Acres & Lot 2 - 0.4852 Acres out of and a part of a called 0.785 acres in the Emery Rains Survey Abstract No. 44
Attachments: Minor Plat of Lot 1 & Lot 2 Emery Rains Survey_Comm Court.pdf

Commissioner Arnold ,

Attached is a PDF of a Minor Plat of Lot 1 (0.2972 Acres) and Lot 2 (0.4852 Acres) out of and a part of a called 0.785 acres in the Emery Rains Survey Abstract No. 44, County Clerk File No. 2012018021209, OPRJCT, located off Reins Road in Precinct #1. This plat is in the Beaumont ETJ, it was reviewed by the City of Beaumont Planning & Zoning Commission and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, September 17th, 2018.

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

Pepe Dominguez

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

Minor Plat of
Lot 1 - 0.2972 Acres
Lot 2 - 0.4852 Acres
out of and a part of a
Called 0.785 Acres
County Clerk File No. 2012018021209, OPRJCT
in the
Emery Rains Survey
Abstract No. 44
Jefferson County, Texas

Field Note Description

BEING a 0.7824 acre tract or parcel of land located in the Emery Rains Survey, Abstract No. 44, Jefferson County, Texas, being all of a called 0.785 acre tract of land recorded in County Clerk File No. 2018021209 of the Official Public Records of Jefferson County, Texas (shown hereon as OPRJCT), said 0.7824 acres being more particularly described by metes and bounds as follows:

Note: '( )' represent previous deed calls.

BEGINNING at a 1" iron rod found for the Northeast corner of the herein described tract and said 0.785 acres, the Southeast corner of River Ranch Subdivision, Section One recorded in County Clerk File No. 2008002533, Plat Records Jefferson County, Texas, also being in the West Right-of-Way line of Reins Road (60' wide public road);

THENCE South 01°10'00" East (S 01°10'00" E)(Basis of Bearings) along and with the most Northerly East line of said 0.785 acres and the West Right-of-Way line of said Reins Road, passing at 62.00 feet a ½" iron rod set capped 'Access Surveyors', continuing **for a total distance of 133.51 feet** (133.72') to a ½" iron rod found for the most Easterly Southeast corner of the herein described tract and said 0.785 acres, also being the Northeast corner of a called 0.216 acre tract of land recorded in County Clerk File No. 2017026085, OPRJCT. Said ½" iron rod bears N 01°25'07" W (N 01°10'00" W) 75.12 feet (74.82') from a ½" iron rod found for the Southeast corner of said 0.216 acres, having a reference rod that bears N 14°34'11" E 0.61 feet;

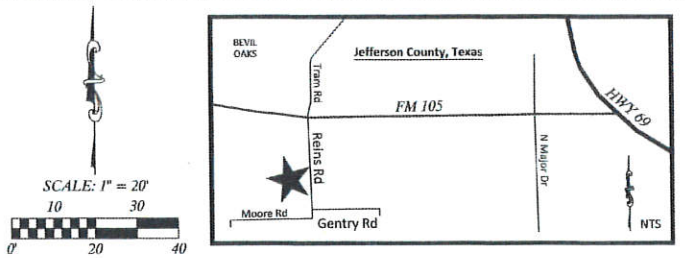
THENCE South 89°13'46" West (S 88°50'00" W) along and with the most Easterly South line of the herein described tract and said 0.785 acres and the North line of said 0.216 acres **for a distance of 125.58 feet** (125.00') to a ½" iron rod found for an interior corner of the herein described tract and said 0.785 acres, also being the Northwest corner of said 0.216 acres;

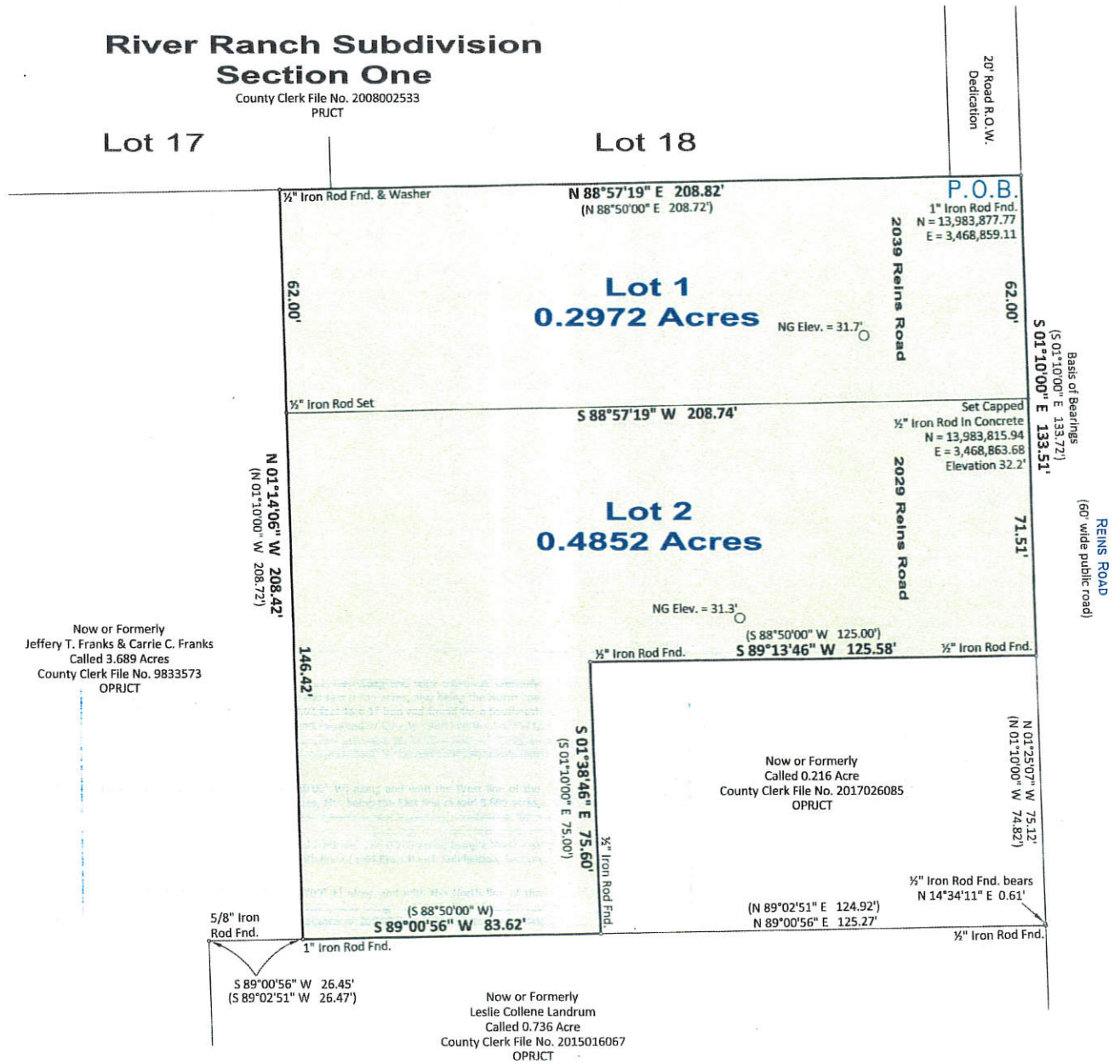
THENCE South 01°38'46" East (S 01°10'00" E) along and with the most Southerly East line of said 0.785 acres and the West line of said 0.216 acres **for a distance of 75.60 feet** (75.00) to a ½" iron rod found for the most Westerly Southeast corner of the herein described tract and said 0.785 acres, also being the Southwest corner of 0.216 acres and in the North line of a called 0.736 acre tract of land recorded in County Clerk File No. 2015016067, OPRJCT;

THENCE South 89°00'56" West (S 88°50'00" W) along and with the most Westerly South line of the herein described tract and said 0.785 acres, also being the North line of said 0.736 acres **for a distance of 83.62 feet** to a 1" iron rod found for a Southeast corner of a called 3.689 acre tract of land recorded in County Clerk File No. 9833573, OPRJCT. A 5/8" iron rod for the Northwest corner of said 0.736 acres and being an interior corner of said 3.689 acres bears S 89°00'56" W (S 89°02'51" W) 26.45 feet (26.47') from said 1" iron rod found;

THENCE North 01°14'06" West (N 01°10'00" W) along and with the West line of the herein described tract and said 0.785 acres, also being the East line of said 3.689 acres, passing at 146.42 feet a ½" iron rod set capped 'Access Surveyors', continuing **for a total distance of 208.42 feet** (208.72') to a ½" iron rod found and washer for the Northwest corner of the herein described tract and said 0.785 acres, being a Northeast corner of said 3.689 acres and in the South line of said River Ranch Subdivision, Section One;

THENCE North 88°57'19" East (N 88°50'00" E) along and with the North line of the herein described tract and said 0.785 acres, also being the South line of said River Ranch Subdivision, Section One **for a distance of 208.82 feet** (208.72') **to the POINT AND PLACE OF BEGINNING**, containing 0.7824 acres of land, more or less.





OWNERSHIP CERTIFICATE:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That I, Jeff Franks, owner of 0.785 acres of land out of the Emery Rains Survey, Abstract No. 44, Jefferson County, Texas as conveyed to me by deed dated June 14, 2018, and recorded in County Clerk's File No. 2018021209, Jefferson County Official Public Records, DO HEREBY SUBDIVIDE 0.785 acres of land out of the Emery Rains Survey, Abstract No. 44, to be known as the Lot 1 - 0.2972 Acres and Lot 2 - 0.4852 Acres, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public any streets and easements shown hereon.

WITNESS MY HAND, this 5th day of September A.D., 2018.

Jeff Franks
JEFF FRANKS, OWNER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Franks (owner's name) known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of September, A.D., 2018.

BY: Carrie Bliss Sims
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CARRIE BLISS SIMS
Notary Public, State of Texas
Comm. Expires 06-08-2020
Notary ID 129016358

SURVEYOR'S CERTIFICATE:

I, JOE A MATTOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.

JOE A MATTOX
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5535

STATE OF TEXAS
REGISTERED
JOE A. MATTOX
5535
SURVEYOR
LAND

SUBSCRIBED AND SWORN TO BEFORE ME BY JOE A MATTOX AND GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 6th DAY OF September 2018.

Carrie Bliss Sims
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CARRIE BLISS SIMS
Notary Public, State of Texas
Comm. Expires 06-08-2020
Notary ID 129016358

(NOTARY SEAL)

CERTIFICATE OF APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:

APPROVED THIS THE _____ DAY OF _____ 20____ BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS

_____ PLANNING COMMISSION CHAIRMAN

_____ ATTEST: SECRETARY

CERTIFICATE OF COUNTY DIRECTOR OF ENGINEERING:

I, _____, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

_____ DIRECTOR OF ENGINEERING

CERTIFICATE OF COUNTY APPROVAL, TO WIT:

STATE OF TEXAS
COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the _____ day of _____, A.D. 20____, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

_____ COMMISSIONER, PRECINCT No. 1 JEFFERSON COUNTY, TEXAS

_____ COMMISSIONER, PRECINCT No. 2 JEFFERSON COUNTY, TEXAS

_____ COMMISSIONER, PRECINCT No. 3 JEFFERSON COUNTY, TEXAS

_____ COMMISSIONER, PRECINCT No. 4 JEFFERSON COUNTY, TEXAS

_____ COUNTY JUDGE JEFFERSON COUNTY, TEXAS

DEVELOPMENT REGULATIONS NOTES:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

MUNICIPAL/ETJ NOTE:
A PORTION OF THIS SUBDIVISION LIES WITHIN THE AREA OF EXTRA TERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT.

SCHOOL DISTRICT NOTE:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARDIN-JEFFERSON SCHOOL DISTRICT.

UTILITY NOTES:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS, INC.
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: _____
GAS UTILITY SERVICE WILL BE PROVIDED BY: _____
WATER UTILITY SERVICE WILL BE PROVIDED BY: MEEKER MUNICIPAL WATER DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: _____
CABLE UTILITY SERVICE WILL BE PROVIDED BY: _____

SEWAGE DISPOSAL NOTE:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

INDIVIDUAL WATER SUPPLY NOTE:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

WATER SUPPLY NOTES:
MEEKER MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

_____ MEEKER MUNICIPAL WATER DISTRICT, REPRESENTATIVE

PIPELINE EASEMENT NOTE:
ALL VISIBLE PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

DRAINAGE EASEMENT NOTE:
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTION TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

BENCHMARK NOTE:
Benchmark: Shown hereon as iron rod set in concrete, labeled with Texas State Plane coordinates and elevations.

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____, County Clerk of Jefferson County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, 20_____, at _____ o'clock ____ .m., and duly recorded on the _____ day of _____, 20_____, at _____ o'clock ____ .m., in the Plat Records of Jefferson County, Texas, in File No _____.

_____ COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Firm No. 10136400
Access Surveyors
Commercial - Industrial - Residential
505 South Fourth Street - Beaumont, Texas 77701
Telephone (409) 838-6322 Facsimile 838-6122
www.access-surveyors.com § rplsS163@aol.com
File: 2018501 § Bliss Sims 8-15-18

Surveyor's Notes:

(1) This survey was completed without the benefit of a title commitment, and not all easements or servitudes, whether of record or not, were researched at the time of this survey or shown hereon.

(2) No underground utilities or other improvements were located or shown as a part of this survey.

(3) The Subdivision lies within the Planning Area of the City of Beaumont. As such, Jefferson County construction regulations & standards apply.

FEMA FLOOD PLAIN NOTE:
Platted parcel(s) of this subdivision lies within the boundaries of Flood Zone X as delineated on the FEMA Flood Insurance Rate Map of Jefferson County, Community Panel # 480285011OC, dated August 6, 2002. FEMA Flood Zone X is described by FEMA as areas determined to be outside 500 year floodplain.

Required Clear Space for an On-Site Sewage Facility (OSSF)

Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, September 06, 2018 8:38 AM
To: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us)
Cc: 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); 'Mike Trahan' (mtrahan@co.jefferson.tx.us); stacey@soutexsurveyors.com; ggross@co.jefferson.tx.us
Subject: Tracts 9-A & 9-B, 0.3443 Acre of Land Part of Lot 9 Kinard Garden Subdivision
Attachments: Replat Tracts 9-A & 9-B Kinard Garden Subd._ Comm. Court.pdf

Commissioner Weaver,

Attached is a PDF of Tracts 9-A & 9-B, 0.3443 Acre of Land, Part of Lot 9 Kinard Garden Subdivision, Jefferson County, Texas, located off Price Street in Precinct #2. This plat is in the City of Nederland ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, September 17th, 2018
If you have any questions please contact either Don or myself.

Pepe Dominguez

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

TRACTS 9-A & 9-B
0.3443 ACRE OF LAND
PART OF LOT 9
KINARD GARDEN SUBDIVISION
JEFFERSON COUNTY, TEXAS

Acknowledgement and certificate of dedication by the Owner, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I RICARDO SANDOVAL, OWNER OF 0.3443 ACRE OF LAND, PART OF LOT 9, KINARD GARDEN SUBDIVISON, JEFFERSON COUNTY, TEXAS, AS CONVEYED TO ME BY DEED DATED 12/15/2016, AND RECORDED IN F.# 2016039053 AND F.# 2018004745, OFFICIAL PUBLIC RECORDS JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 0.3443 ACRE OF LAND OUT OF LOT 9, KINARD GARDEN SUBDIVION TO BE KNOWN AS THE TRACT 9-A, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 4th DAY OF September, 20 18

OWNER RICARDO SANDOVAL

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICARDO SANDOVAL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 4th DAY OF September, A.D., 20 18

STACEY GARZA
Notary ID #131136064
My Commission Expires
May 15, 2021

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES 5/15/2021 (DATE)

Certificate of County Approval, to-wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, A.D. 20____, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

Certificate of Recording, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20____, AT ____ O'CLOCK __.M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, AT ____ O'CLOCK __.M., IN THE PLAT RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK _____, PAGE _____.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Certification of County Director of Engineering:

I, DON RAO, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

DIRECTOR OF ENGINEERING

Certification of Surveyor:

I, RANDALL ALVEY CREEL, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

RANDALL ALVEY CREEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6678

STATE OF TEXAS · RANDALL ALVEY CREEL · 6678 · PROFESSIONAL LAND SURVEYOR

Development Regulations Notes:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note:
THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF NEDERLAND'S AREA OF EXTRA TERRITORIAL JURISDICTION.

School District Plat Note:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE NEDERLAND INDEPENDENT SCHOOL DISTRICT.

FEMA Flood Plain Note:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL # 480385-0285-C, DATED 11/20/1991.

Utility Notes:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: TEXAS GAS SERVICE
WATER UTILITY SERVICE WILL BE PROVIDED BY: WATER DISTRICT 10
SEWER UTILITY SERVICE WILL BE PROVIDED BY: WATER DISTRICT 10
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SPECTRUM

Sewage Disposal Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Individual Water Supply Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Water Supply Note:

JEFFERSON COUNTY WATER DISTRICT NO. 10, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

WATER SUPPLY REPRESENTATIVE

Pipeline Easement Note:
ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

Drainage Easement Note:
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

Benchmark(s):

BENCHMARK: 1/2" STEEL ROD IN CONC., CAPPED AND MARKED "SOUTEX", SET AT MOST EASTERLY CORNER HAVING AN ELEVATION OF 14.57'.

TRACTS 9-A & 9-B
0.3443 ACRE OF LAND
PART OF LOT 9
KINARD GARDEN SUBDIVISION
JEFFERSON COUNTY, TEXAS

BEING 0.3443 acre of land, part of Lot 9, Kinard Garden Subdivision, recorded in Volume 3, Page 112, Map Records, Jefferson County, Texas; being part of a (Called 0.3444) acre tract of land described in a Correction Deed to Ricardo Sandoval, recorded in File No. 2017017094, Official Public Records, Jefferson County, Texas, and all of a (Called 0.0773) acre tract of land described in a deed to Ricardo Sandoval, recorded in File No. 2018004745, Official Public Records, Jefferson County, Texas; said 0.3443 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

COMMENCING at a 1/2" steel rod, found on the intersection of the Southwest right of way line of Price Street and the Northwest right of way line of Spurlock Road, for the most easterly corner of Lot 9 and the most easterly corner of a (Called 0.4591) acre tract of land described in a deed to Joseph Eugene Mayo, recorded in File No. 2015023962, Official Public Records, Jefferson County, Texas; said 1/2" steel rod having Coordinates of N: 13938161.58, E: 3546237.07;

THENCE, North 53 deg. 24 min. 29 sec. West (Called North 48 deg. 47 min. 00 sec. West), on the Southwest right of way line of Price Street, a distance of 99.91' to a 1/2" steel rod in concrete, capped and marked "SOUTEX", found for the most northerly corner of the (Called 0.4591) acre tract, the POINT OF BEGINNING, and the most easterly corner of the herein described tract; said capped rod in concrete having Coordinates of N: 13938221.14, E: 3546156.85;

THENCE, South 36 deg. 45 min. 51 sec. West, on the northwesterly line of the (Called 0.4591) acre tract, a distance of 150.00' to a 1/2" steel rod, capped and marked "SOUTEX", found for the most southerly corner of the (Called 0.0773) acre tract, and most southerly corner of the herein described tract;

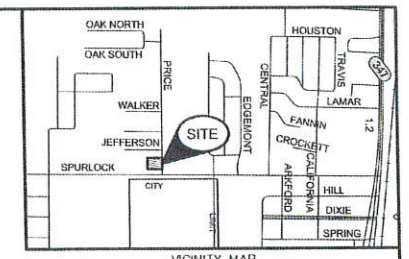
THENCE, North 53 deg. 24 min. 29 sec. West, a distance of 100.00' to a 1/2" steel rod, capped and marked "SOUTEX", found for the most southerly corner of a (Called 0.0776) acre tract of land described in a deed to Solange Ann Bergeron Aldridge, recorded in File No. 2018004746, Official Public Records, Jefferson County, Texas, and the most westerly corner of the herein described tract;

THENCE, North 36 deg. 45 min. 51 sec. East, on the southeasterly line of the (Called 0.0776) acre tract, a distance of 150.00' to a 1/2" steel rod, capped and marked "SOUTEX", found on the Southwest right of way line of Price Street, for the most easterly corner of the (Called 0.0776) acre tract, and the most northerly corner of the herein described tract; from which a 1/2" steel rod, found for the most northeasterly common corner of Lots 9 & 10, bears North 53 deg. 24 min. 29 sec. West (Called North 48 deg. 47 min. 00 sec. West), a distance of 123.57';

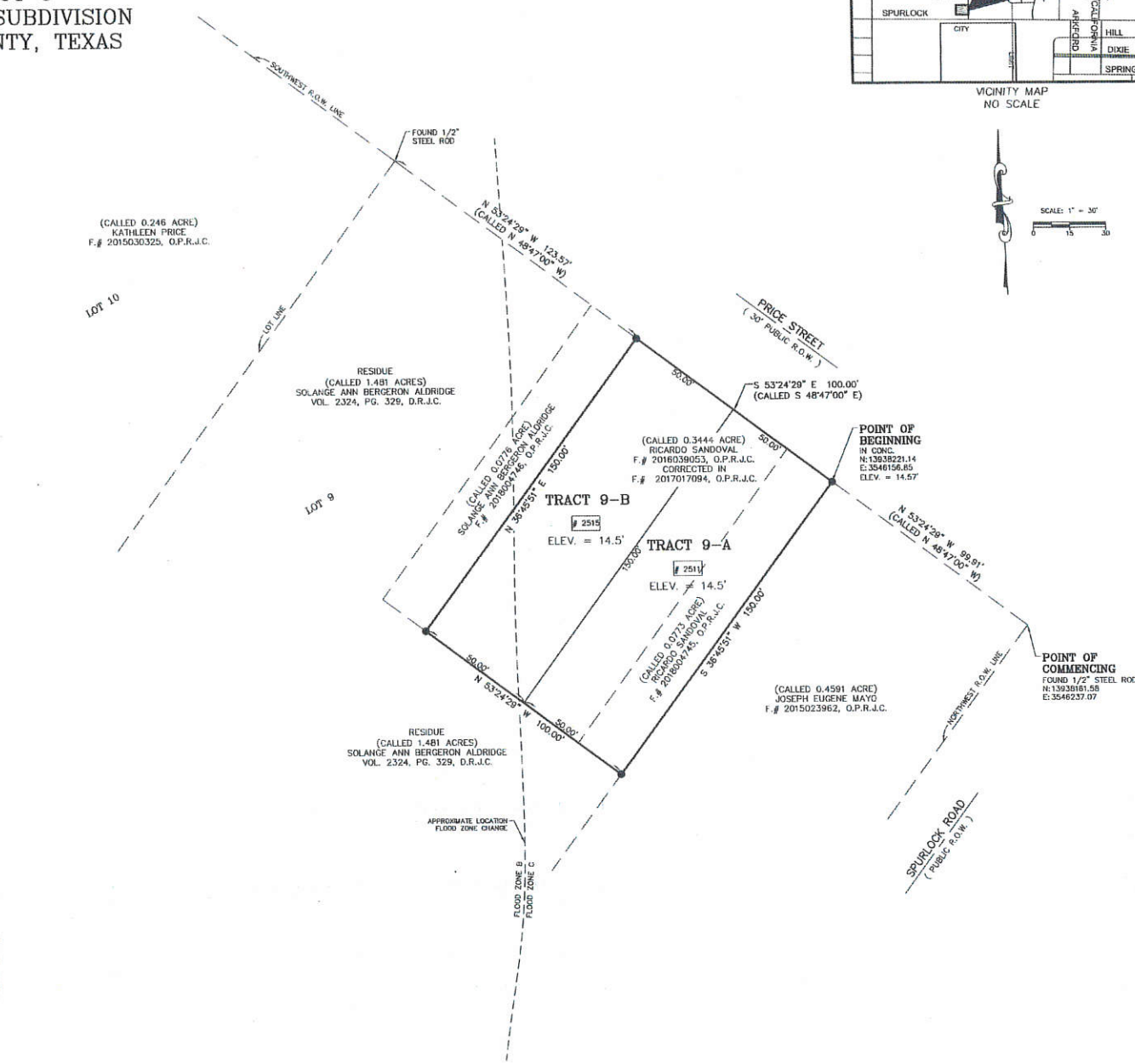
THENCE, South 53 deg. 24 min. 29 sec. East (Called South 48 deg. 47 min. 00 sec. East), on the Southwest right of way line of Price Street, a distance of 100.00' to the POINT OF BEGINNING, and containing 0.3443 acre of land, more or less.

This description is based on the Land Survey made under the direct supervision of Randall Alvey Creel, Registered Professional Land Surveyor No. 6678 on August 8, 2016.

LS-16-0707
Ricardo Sandoval



VICINITY MAP
NO SCALE



● = FOUND 1/2" STEEL ROD CAPPED "SOUTEX"

NOTE:
1. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE NOTED. LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP.
2. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, US SURVEY FEET, REFERENCED TO SMARTNET, NORTH AMERICA.
3. ELEVATIONS SHOWN HEREON ARE NAVD88 ORTHOMETRIC HEIGHTS DERIVED USING GEOID12A.

JOB NO. 18-0707	DRAWN BY: TGW	SHEET 1 OF 1

SOUTEX
SURVEYORS & ENGINEERS
T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #10123800

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Special, September 17, 2018

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 17, 2018