

**SPECIAL, 10/1/2018 1:30:00 PM**

BE IT REMEMBERED that on October 01, 2018, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

***Notice of Meeting and Agenda and Minutes***  
***October 01, 2018***

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



**NOTICE OF MEETING AND AGENDA  
 OF COMMISSIONERS' COURT  
 OF JEFFERSON COUNTY, TEXAS  
 October 01, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **01st** day of **October 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.- Public hearing in accordance with the attached Notice regarding the Mission Economic Development Corporation Revenue and Refunding Bonds, Series 2018 (Natgasoline LLC Project) (the "Project")

11:30 am - WORKSHOP- To receive a presentation of information from Judge John P. Thompson, retired, regarding the Gulf Coast Strategic Highway Coalition (GCSHC).

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

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



## **PURCHASING:**

1. Consider and approve award, execute, receive and file a contract for (RFP 18-034/YS), Janitorial Services for Jefferson County with Southeast Texas Building Services, Inc.

**SEE ATTACHMENTS ON PAGES 11 - 93**

**Action: TABLED**

2. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 18-047/JW) with LJA Engineering, Inc. for Environmental Consulting Services for the continued implementation of Jefferson County's Stormwater Management Program for FY 2019, for an estimated cost of \$16,750.00, which will not be exceeded without prior approval.

**SEE ATTACHMENTS ON PAGES 94 - 99**

**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:**

3. Consider and approve FY 2019 budget transfer - Crime Lab - additional cost for extra help.

120-3060-421-1005	EXTRA HELP	\$14,000.00	
120-3060-421-1002	ASSISTANTS & CLERKS		\$14,000.00

**SEE ATTACHMENTS ON PAGES 100 - 100**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

4. Consider and approve FY 2019 budget transfer - JP Pct.2 - additional cost for extra help.

120-2043-412-1005	EXTRA HELP	\$18,000.00	
120-2043-412-1002	ASSISTANTS & CLERKS		\$18,000.00

**SEE ATTACHMENTS ON PAGES 101 - 101**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

5. Consider and approve FY 2019 budget amendment - JP Pct.6 - cost for contractual items.

120-2047-412-5077	CONTRACTUAL SERVICE	\$2,753.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$2,753.00

**SEE ATTACHMENTS ON PAGES 102 - 102**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

6. Consider and approve FY 2018 budget transfer - Elections - additional cost for postage.

120-1034-414-4052	POSTAGE	\$8,000.00	
120-1034-414-5024	ELECTION EXP.-JUDGES/CLKS		\$8,000.00

**SEE ATTACHMENTS ON PAGES 103 - 103**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

7. Consider and approve FY 2018 budget transfer - Health & Welfare I - additional cost for burials.

120-5074-441-5006	BURIALS	\$20,000.00	
120-5074-441-1002	ASSISTANTS & CLERKS		\$20,000.00

**SEE ATTACHMENTS ON PAGES 104 - 104**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*October 01, 2018*

8. Receive and file renewal of VINE (Victim Information & Notification Everyday) Program service agreement with Appriss for 09/01/18 – 08/31/19. Cost of contract is reimbursed by the Office of the Attorney General.

**SEE ATTACHMENTS ON PAGES 105 - 112**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

9. Receive and file the 2018-2019 budget.

**SEE ATTACHMENTS ON PAGES 113 - 236**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

10. Consider, possibly approve and authorize the County Judge to execute Amendment I of the Inter-local Cooperation Contract between Jefferson County, Texas and the Spindletop Center regarding Mental Health Liaison officers.

**SEE ATTACHMENTS ON PAGES 237 - 253**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

11. Consider and approve applying for the FY 2018 State Criminal Alien Assistance Program.

**SEE ATTACHMENTS ON PAGES 254 - 291**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

12. Regular County Bills – check #451113 through checks #451387.

**SEE ATTACHMENTS ON PAGES 292 - 301**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

13. Consider and possibly approve the 2019 County Holidays.

**SEE ATTACHMENTS ON PAGES 302 - 302**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

14. Consider and possibly approve a Proclamation for Children's Miracle Network Hospitals of Southeast Texas and CHRISTUS Southeast Texas Foundation Host Charity Golf Tournament. .

**SEE ATTACHMENTS ON PAGES 303 - 303**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

15. Consider and approve a Resolution authorizing County Grant to Nutrition Services for Seniors Fiscal year 2018-2019. Resolution allows Nutrition and Services for Seniors to apply for matching grant funds with the State of Texas.

**SEE ATTACHMENTS ON PAGES 304 - 304**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

16. Consider and possibly approve an Order With Respect to Natgasoline LLC Project to approve financing of the project with the issuance of bonds by Mission Economic Development Corporation, pursuant to Section 147(f) of the Internal Revenue Code of 1986.

**SEE ATTACHMENTS ON PAGES 305 - 315**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

17. Consider, possibly approve, authorize the County Judge to execute, receive and file An Amended Agreement between Jefferson County and Tim Richardson (Consultant) for professional services related to the BP Deepwater Horizon (DWH) restoration.

**SEE ATTACHMENTS ON PAGES 316 - 324**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **ENGINEERING:**

18. Consider and possibly approve a Final Plat of Diamond D Ranch Phase 3B, being a 59.495 acre subdivision out of the James Gerish, Sr. League, A-24, Jefferson County, located off Diamond D Drive in Precinct No. 1. This plat is in the Beaumont ETJ (extra-territorial jurisdiction) reviewed by the City of Beaumont Planning and Zoning Commission and has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 325 - 328**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

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19. Execute, receive and file Utility Permit 08-U-18 to AT & T for the burying of a fiber optic cable starting at an existing handhole in front of Industrial Road and ending at Chemical Road. This project is located in Precinct 4.

**SEE ATTACHMENTS ON PAGES 329 - 333**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

20. Execute, receive and file Utility Permit 09-U-18 to AT & T for the burying of a fiber optic cable starting at an existing handhole in front of Erie Street and ending at 8110 Erie. This project is located in Precinct 4.

**SEE ATTACHMENTS ON PAGES 334 - 338**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **VISITORS CENTER:**

21. Consider and possibly approve Jefferson County Tourism Committee Fall 2018 Hotel Occupancy Tax allocation recommendations. Please see list attached:

**SEE ATTACHMENTS ON PAGES 339 - 343**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **Other Business:**

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

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

*Notice of Meeting and Agenda and Minutes*  
*October 01, 2018*

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

**NOTICE OF PUBLIC HEARING  
OF  
THE COMMISSIONERS' COURT OF  
JEFFERSON COUNTY, TEXAS**

NOTICE is hereby given to all interested members of the public that a public hearing conducted by the undersigned hearing officer will be held on behalf of JEFFERSON COUNTY, TEXAS as follows:

**DATE:           October 1, 2018**

**TIME:           11:00 a.m.**

**PLACE:          Commissioner's Court Room  
Jefferson County Courthouse  
1149 Pearl, 4<sup>th</sup> Floor  
Beaumont, Texas 77701**

**SUBJECT:       Public hearing in accordance with the attached Notice regarding the Mission Economic Development Corporation Revenue and Refunding Bonds, Series 2018 (Natgasoline LLC Project) (the "Project")**

- 1) Convene public hearing pursuant to §147(f) of the Internal Revenue Code of 1986, as amended, to receive public comments as to the Project
- 2) Presentation as to the Project
- 3) Public comments
- 4) Comments from Commissioners
- 5) Adjourn public hearing

The public hearing will be open to the public at all times during which such subjects are discussed, considered and formally acted upon in compliance with the open meetings law (Chapter 551, Texas Government Code).

This NOTICE shall be posted for at least 72 hours proceeding the scheduled time of the public hearing.

**DATED this \_\_\_\_ day of September, 2018.**

**Jefferson County, Texas**

By: \_\_\_\_\_  
Jeff R. Branick, County Judge



## Contract for Janitorial Services

**THIS AGREEMENT** (the "Agreement") is entered into this 1st day of October, 2018, by and between **Jefferson County**, (hereinafter known as the "Client") and **Southeast Texas Building Service, Inc.** (hereinafter referred to as "SETBS"). This contract shall henceforth be referred to as Contract No. RFP 18-034/YS, Janitorial Services for Jefferson County. SETBS is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specifications, amendments, etc., and SETBS' Offer as accepted by Client. The parties mutually agree as follows:

1. Client shall grant SETBS access to the premises and its surroundings during regular business hours and other mutually agreed-upon times. Therefore, services shall be performed on a schedule to which the parties agree.
2. SETBS shall provide all labor, equipment and products to complete the cleaning work and will perform all services necessary as instructed by the Client to carry out the work in the highest standards possible. If the Client is to provide their own equipment and supplies, the following equipment and supplies shall be made available to SETBS:
3. Client shall pay SETBS for services rendered as a one-time fee or on a monthly basis per invoice(s) submitted as outlined below:

Item 1 Jefferson County Courthouse (historic)	\$ 86,000.00 Annually
Item 2 Jefferson County Courthouse (new)	\$100,000.00 Annually
Item 3 Jefferson County Sheriff's Dept	\$ 25,000.00 Annually
Item 4 Jefferson County Annex I	\$ 25,000.00 Annually
Item 5 Jefferson County Annex II	\$ 12,381.84 Annually
Item 6 Jefferson County Annex IV	\$ 25,000.00 Annually
Item 7 Courthouse (historic/new) & Annexes I, II & IV	\$ 31,200.00 Annually
Item 8 Subcourthouse – Port Arthur	\$ 33,800.00 Annually
Item 9 Annex I – Port Building	\$ 19,500.00 Annually
Item 10 Annex II – Public Health Dept	\$ 26,000.00 Annually
Item 11 Minnie Rogers Juvenile Justice	\$ 31,200.00 Annually
Item 12 Airport – Main Terminal	\$ 43,680.00 Annually
Item 13 Airport – Main Terminal	\$ 7,280.00 Annually
Item 14 Mid-County Office Bldg & Pct. 2 Service Ctr	\$ 19,500.00 Annually
Item 15 Mid-County Tax Office	\$ 13,000.00 Annually
Item 16 Pct. 2 Service Ctr	\$ 4,160.00 Annually
Item 17 Hamshire Building	\$ 15,600.00 Annually
Item 18 Pct. 3 Service Ctr	\$ 520.00 Annually
Item 19 Subcourthouse, Annex I & Annex II (PA)	\$ 26,000.00 Annually

4. Services to be performed by SETBS include, but are not limited to, vacuuming of carpets and rugs, dusting and polishing of furniture and decorations, cleaning of hard-surfaced floors, toilets, sinks and water fixtures, removal of trash from interior trash containers to outdoor dumpster or other disposal container located on Client's premises.

5. The term of this Agreement shall be for an initial period of one (1) year with four possible one (1) year options to renew commencing on the 2nd day of November, 2018, and shall terminate on the 1st day of October, 2019. This Agreement may be renewable by the Client and SETBS upon the date of termination.

6. Either party may terminate this Agreement with a 30-day written notice to the other party. Any payment for services rendered owed by Client shall be due and payable at the time this Agreement is terminated.

In witness to this Agreement and to its terms, the Client and SETBS affix their signatures below:

Client Signature

Date

Signature

Date

Jeff Branick, County Judge

Client Printed Name

Ron Nelson Southeast Texas Building Service, Inc.

3304 Spurlock Road

Nederland, Texas 77627

1149 Pearl Street

Client Address

Beaumont TX 77701

City

State

Zip Code

**ATTEST:**

Carolyn L. Guidry, County Clerk

***SOUTHEAST TEXAS BUILDING SERVICE, INC.***

3304 Spurlock Road Nederland, Texas 77627  
Phone (409) 722-4900 Fax (409) 724-0900 Email: Setbs@sbcglobal.net

*Since 1964*

**BEST & FINAL OFFER**

September 25, 2018

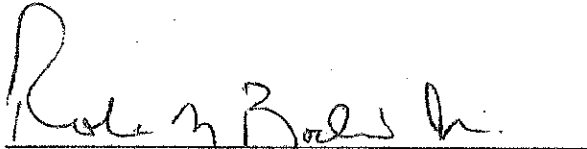
**Transmittal Letter**

Re: RFP 18-034/YS – Janitorial Services for Jefferson County, Texas

Southeast Texas Building Service, Inc. is pleased to submit its Best & Final Offer in response to your Request dated September 24, 2018. Upon reviewing our original submittal of Appendix A Cost Proposal (attached), we have decided that this is indeed our Best & Final Offer and have made no alterations to the pricing.

Again, we appreciate the opportunity to Bid on this contract and would be extremely pleased to have this work awarded to Southeast Texas Building Service, Inc.

Respectfully,



Robert L. Bodin, Jr., Vice President

Attachment (Appendix A Cost Proposal)

**Submission for:**

**RFP 18-034/YS**

**Janitorial Services for Jefferson County**

**Offeror:**

**Southeast Texas Building Service, Inc.**

**3304 Spurlock**

**Nederland, Texas 77627**

**(409) 722-4900 – Main**

**(409) 724-0900 – Fax**

**setbs@sbcglobal.net**

**Date Proposal Submitted:**

**September 4, 2018**

Joyce A. Bodin  
President/Owner

Robert Bodin, Jr.  
Vice President

***SOUTHEAST TEXAS BUILDING SERVICE, INC.***

3304 Spurlock Road      Nederland, Texas 77627  
Phone (409) 722-4900    Fax (409) 724-0900    Email: Setbs@sbcglobal.net

*Since 1964*

August 30, 2018

**Transmittal Letter**

Re: RFP 18-034/YS -- Janitorial Services for Jefferson County, Texas

Southeast Texas Building Service, Inc. is pleased to submit its Bid Proposal for Janitorial Services for Jefferson County, Texas. This Proposal is valid for ninety (90) days beginning September 4, 2018.

We accept and agree to the terms and conditions resulting from the above-mentioned RFP. We also commit to provide the services required by the County as outlined in the RFP for which we are submitting this Proposal.

We feel we are the best suited for the task due to our extensive history of serving area businesses which include credit unions, refineries, and the City of Beaumont among many other types of entities.

A handwritten signature in black ink, appearing to read 'R. Bodin', is written over a horizontal line.

Robert L. Bodin, Jr., Vice President

## **EXECUTIVE SUMMARY**

### **Southeast Texas Building Service, Inc.**

Southeast Texas Building Service, Inc. asserts that it is providing in its response all of the requirements of RFP 18-034/YS.

The business was founded in 1964 by Robert L. Bodin, Sr. and known as Jiffy Window Cleaning Company. Due to the growth and array of janitorial services provided, the name was changed to Southeast Texas Building Service, Inc. in 1990.

Our "intention statement" outlines our commitment to providing quality services to our customers. We value our employees and intend on compensating them above and beyond minimum wage in order to cultivate longevity of employment with us.

Our "position statement" describes our attitude towards management, supervision and the custodians. We believe that success and a "job well done" begins with management.

Southeast Texas Building Service, Inc. states that it has not had any 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 monies under the terms of any agreement(s) relating to such services.

Our management staff consists of individuals with extensive years in their areas of expertise as outlined in the "Resume" of Management Team".

The company organizational chart breaks down each individual involved in the foundation, building and continued success of Southeast Texas Building Service, Inc.

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### **Bid Proposal for RFP 18-034/YS**

- I. Offeror Identifying Information
- II. Formation of Business
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- IV. Position Statement
- V. Resume' of Management Team
- VI. Organizational Chart

**Offeror Identifying Information**

**Southeast Texas Building Service, Inc.**

**3304 Spurlock**

**Nederland, Texas 77627**

**(409) 722-4900 – Main**

**(409) 724-0900 – Fax**

**setbs@sbcglobal.net**

**Contact: Robert L. Bodin, Jr.**

**EIN: 74-1684675**



### **Formation of Business**

#### **Southeast Texas Building Service, Inc.**

Southeast Texas Building Service, Inc. was incorporated in the State of Texas on August 26, 1970. It was originally incorporated as Jiffy Window Cleaning Company. It was later changed to Southeast Texas Building Service, Inc. by Amendment filed on August 24, 1990.

## **INTENTION STATEMENT**

### **Southeast Texas Building Service, Inc.**

Southeast Texas Building Service, Inc. does hereby propose and agree to perform services and related work as outlined in your request for proposal for custodial services as defined in your RFP 18-034/YS.

Our intended performance can be summed up in one word – QUALITY. The term “quality” in the cleaning industry is the ability to meet the customer’s expectations and needs. However, in management, it is seen as “meeting the customer’s requirements”.

Our commitment is to deliver the highest quality in every aspect of our business, starting with top management all the way to new hires. All custodians are expected to bring their best to work: attitude, work ethic, leadership and promotion of safety.

Therefore, we intend to start our tenured custodians at \$10.00 per hour and the tenured project managers at \$15.00 per hour. All tenured custodians will enjoy paid holidays (that coincide with the County holiday schedule) upon the start of the new contract.

## **POSITION STATEMENT**

### **Southeast Texas Building Service, Inc.**

#### **Management**

*“the buck stops here”*

Ultimately, this team is responsible for the overall success of the mission. Management is key in promoting excellence in quality, superior workmanship, solid leadership, pertinent programs/procedures and the successful implementation of these components.

#### **Supervision**

*“The Coach”*

The supervisor is responsible for the overall performance of the custodians. The supervisor is responsible for the implementation of programs and procedures set forth by management. The supervisor is to lead by example, provide solid solutions, inspect, train, direct, facilitate and guide custodians. On the other side, the supervisor acts as a liaison between the custodian and the customer, acting in strict accordance to the customer's specifications.

#### **Custodians**

*“The A Team”*

Custodians are responsible for the execution of duties set forth by the customer's specifications, to perform at their highest level, lead by example to their co-workers, follow the lead of their supervisor and management team, promote excellence in cleaning and deliver quality service to our customers.

## **RESUME' OF MANAGEMENT TEAM**

### **Southeast Texas Building Service, Inc.**

#### **ROBERT L. BODIN, JR., Vice President**

30 years Janitorial Experience

Professional Window Cleaner

Experienced in Floor & Carpet Care & Proper Cleaning Techniques

Responsible for the day-to-day Operations

#### **DANA BLACKWELL, Field Supervisor**

19 years Janitorial & Supervision Experience

Oversees custodians, promotes quality and safety, performs inspections, conducts safety meetings and customer care

#### **JULIE COBB, Office Manager**

32 years of Office Administration Experience

Responsible for all aspects of office management including Human Resources, Payroll, Billing, Accounts Payable and Bookkeeping

## **ORGANIZATIONAL CHART**

### **Southeast Texas Building Service, Inc.**

Southeast Texas Building Service, Inc. (originally Jiffy Window Cleaning Company) was established in 1964 by Robert L. Bodin. The window cleaning business evolved through the years into a successful commercial janitorial service. To reflect this growth, Mr. Bodin changed the name of his company in 1990 to reflect the diversity of his business.

#### **ROBERT L. BODIN, SR.**

*Founder/Retired*

#### **JOYCE A. BODIN**

*Owner/President*

#### **ROBERT L. BODIN, JR.**

*Vice President*

#### **DANA BLACKWELL**

*Supervisor*

#### **JULIE COBB**

*Office Manager*



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Request for Proposal

August 6, 2018

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 18-034/YS, Janitorial Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm>, or by calling 409-835-8593.**

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 four (4) 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.

#### MANDATORY ON-SITE PRE-BID CONFERENCES FOR ALL VENDORS WILL BE HELD AS FOLLOWS:

Jefferson County – Port Arthur Buildings	10:00 AM – Wednesday, August 15, 2018
Minnie Rogers Juvenile Justice Center	10:00 AM – Friday, August 17, 2018
Airport Terminal and Mid-County Buildings	10:00 AM – Tuesday August 21, 2018
Jefferson County Courthouse & Sheriff's Department,	10:00 AM – Wednesday, August 22, 2018
Jefferson County Annex Buildings I, II, and IV	

<b>PROPOSAL NAME:</b>	<b>Janitorial Services for Jefferson County</b>
<b>PROPOSAL NO:</b>	<b>RFP 18-034/YS</b>
<b>DUE DATE/TIME:</b>	<b>11:00 AM CDT, Tuesday, September 4, 2018</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department</b>
	<b>1149 Pearl Street, 1<sup>st</sup> Floor</b>
	<b>Beaumont, Texas 77701</b>

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission 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 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 – August 8, 2018 and August 15, 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.
- Four (4) 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 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>**

## 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 Janitorial 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 four (4) 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.

Southeast Texas Building Service, Inc. (409) 722-4900

Company

Telephone Number

P. O. Box 1562

(409) 724-0900

Address

Fax Number

Robert L. Bodin, Jr.

Vice President

Authorized Representative (Please print)

Title

Authorized Signature

Date

8-31-18

### 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 regarding services for Janitorial Services.

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

### **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 Jefferson 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 Contractor's 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, Jefferson 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](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-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose

any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

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

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

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

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

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

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

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

**M. ACCESS TO RECORDS**

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized 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 with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

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

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

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

## **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 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 Purchasing Department 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 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.

## **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 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 Jefferson 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 Acknowledgment of Insurance Requirements**

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

### **1.35 Insurance**

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 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 1.36 Below)

### **1.36 Workers' Compensation Insurance**

**1.36.1 Definitions:**

**1.36.1.1 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.

**1.36.1.2 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.

**1.36.1.3 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.

**1.36.2** 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.

**1.36.3** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

**1.36.4** 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.

- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1.36.5.1 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
  - 1.36.5.2 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.
- 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.36.7 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.
- 1.36.8 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.
- 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 1.36.9.1 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.
  - 1.36.9.2 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.
  - 1.36.9.3 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.
  - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 1.36.9.4.2 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.
  - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 1.36.9.6 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
  - 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.



- 1.36.10 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.
- 1.36.11 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.

### 1.37 Pre-Proposal Conference

**MANDATORY ON-SITE PRE-BID CONFERENCES FOR ALL VENDORS WILL BE HELD AS FOLLOWS:**

Jefferson County – Port Arthur Buildings	10:00 AM – Wednesday, August 15, 2018
Minnie Rogers Juvenile Justice Center	10:00 AM – Friday, August 17, 2018
Airport Terminal and Mid-County Buildings	10:00 AM – Tuesday, August 21, 2018
Jefferson County Courthouse & Sheriff's Department,	10:00 AM – Wednesday, August 22, 2018
Jefferson County Annex Buildings I, II, and IV	

### 1.38 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, September 4, 2018 to:

**Jefferson County Purchasing Department  
Attention: Deborah L. Clark, Purchasing Agent  
1149 Pearl Street, 1<sup>st</sup> 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.

### **1.39 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.

### **1.40 Questions**

Questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

### **1.41 Tentative Schedule of Events**

August 6, 2018	Issuance of Request for Proposal
August 15, 17, 21, and 22, 2018	Mandatory On-Site Pre-Bid Conferences
September 4, 2018	Deadline Submission (late proposals will not be considered)
September 5, 2018	Proposals distributed to Evaluation Committee
September 10, 2018	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
September 17, 2018	Recommendation for Award

**Please note:**

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

## **2. Response Format**

### **2.1 Introduction**

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.

### **2.2 Organization of Proposal Contents**

Each proposal must be organized in the manner described below.

- a. Transmittal Letter ✓
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Appendix A of RFP)
- h. Other information that may be helpful in the evaluation

### **2.3 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 state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

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.

## **2.4 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.

## **2.5 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.

## **2.6 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.

## **2.7 Conflict of Interest**

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its

suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

## **2.8 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.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS  
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

### **3. Proposal Submittal**

The Proposal is due no later than 11:00 AM CDT, September 4, 2018, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the 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 Janitorial 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 four (4) 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, should be mailed or delivered to:

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

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

## **4. Scope of Services**

### **4.1 Objective**

Jefferson County seeks a contractor to provide Janitorial Services to its various locations.

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) regarding any questions or comments. Please reference RFP 18-034/YS.

The Bidder, having visited the sites of the proposed project, and having become familiar with the local conditions, nature, and extent of the work, and having carefully examined the Specifications, terms, and conditions herein, proposes to furnish all labor, materials, equipment, and other items, facilities, and services, without exception, for the proper execution and completion of the contract. If awarded the contract, the Bidder shall complete the said work within work hours specified on pages 30-31.

**Note: All Items quoted must be in compliance with the specifications. If you are taking exception, indicate the exception(s) in spaces provided.**

### **Scope**

The intention of this Jefferson County Request for Proposal (RFP) is to solicit proposals for janitorial services for Jefferson County. **Jefferson County reserves the right to accept a proposal 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.**

Jefferson County shall conduct mandatory on-site pre-bid conferences for vendors. These conferences will allow the vendors to see the areas to be cleaned and to receive further instruction regarding cleaning needs at particular locations. Schematics/blueprints will not be provided as a source of reference in connection with this bid.

#### **MANDATORY ON-SITE PRE-BID CONFERENCES FOR ALL VENDORS WILL BE HELD AS FOLLOWS:**

Building	Conference Location	Date/Time
Jefferson County - Port Arthur Buildings	Meet in foyer of Sub-Courthouse 525 Lakeshore Drive Port Arthur, TX 77640	10:00 AM – Wednesday, August 15, 2018
Minnie Rogers Juvenile Justice Center	Meet in lobby of Minnie Rogers Juvenile Justice Center 5326 Hwy. 69 South Beaumont, TX 77705	10:00 AM – Friday, August 17, 2018
Airport Terminal; Mid-County Buildings	Meet at Airport Administration Building 4875 Parker Drive Beaumont, TX 77705	10:00 AM – Tuesday, August 21, 2018
Jefferson County Courthouse; Sheriff's Department, Jefferson County Annex Buildings I, II, and IV	Jefferson County Courthouse Commissioner's Conference Room 1149 Pearl Street, 4th Floor Beaumont, TX 77701	10:00 AM – Wednesday, August 22, 2018



## Detailed Specifications

### Scope of Work

Vendor shall provide Janitorial Services for various Jefferson County facilities subject to the terms and conditions stated for an initial period of one (1) year beginning on date of award, with up to four (4) one year options to renew.

### Renewal Options

Jefferson County may consider up to four (4) one year options to renew contract, based upon the same terms and conditions as the original year. Renewal is subject to approval by Jefferson County Commissioners' Court each period. Any increase in the contract amount may not exceed the percentage of increase in the Consumer Price Index. Once renewal options are exhausted, the contract must be re-bid.

Year 2	2019 - 2020
Year 3	2020 - 2021
Year 4	2022 - 2023
Year 5	2023 - 2024

At the time of renewal, the price may be negotiated subject to the following adjustment clause:

### Price Adjustment Clause

Renewal of this contract shall be for the original bid price: however, if the option to renew is exercised, Jefferson County will permit a price adjustment upwardly or downwardly after the end of the first contractual period and each renewal period when correlated with the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, (all items) published by the Bureau of Labor Statistics (BLS), Beaumont-Port Arthur, Texas, [www.bls.gov](http://www.bls.gov).

### Keys

Floor master keys, room keys and building keys must remain on the premises at all times. All keys will be kept in a key lock box to which the contractor shall be provided the key. The return of all keys nightly to the key box is the responsibility of the contractor. Only Jefferson County will duplicate keys, and no "Grand Master Key" shall ever be in the possession of the contractor.

### Daily Activity Reports

Services performed under this Contract shall be subject to inspection and approval by the Maintenance Supervisor. There shall be no deviations from any part of the Contract or from any approved schedule without prior written approval from the Maintenance Supervisor.

Contractor shall submit the Daily Activity Report Checklist to the Maintenance Representative for approval (attached at page 30).

County's representative shall conduct random inspections and shall rate work performed the previous day on a scale of one to five as follows:

5	Excellent
4	Good
3	Fair
2	Poor
1	Unacceptable

Contractor receiving three (3) unacceptable ratings on any category within one (1) month may be grounds for termination. All work tasks described in the specifications for each facility shall be rated by the County's Maintenance Representative.

Any work not performed as intended in these specifications shall be corrected immediately or no later than twenty-four (24) hours after notification by the County's Maintenance Representative. Notification may be given verbally with a follow-up in writing.

If Contractor fails to correct deficiencies to the County's Maintenance Representative's satisfaction within five (5) days after written notification, the County may terminate the Contract and provide for completion of the work as may deemed necessary and charge the expense thereof to the Contractor.

**Contractor shall not permit any minors in the building while work is being performed.**

All cleaning personnel are prohibited from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or office equipment provided for official county use. Instructions pertaining to conduct and other regulations, as required by Jefferson County, must be followed.

The contractor's employees must have a good working knowledge of the principles and techniques of the machines, equipment and cleaning products used in building maintenance, as well as good working knowledge of safety procedures. The contractor shall be responsible for instructing its employees in safe work habits and requirements to comply with the Williams-Steiger Occupational Safety and Health Act.

**Responsibilities of Contractor**

The Contractor shall furnish all labor, supplies, materials, equipment, and supervision required to perform custodial services for designated buildings of Jefferson County as described herein. Contractor shall furnish the following supplies/equipment, as well as any other items required for satisfactory performance of this contract, unless otherwise stated for individual locations.

Bonnets	Glass cleaner	Sweeping compounds
Brass cleaner	High Speed Buffers	Tile cleaner
Buckets	Marble cleaner	Vacuum cleaners (Wet and Dry)
Carpet sweepers	Metal polish	Water extractors (for Carpets)
Chamois	Mop presses	Wall brushes
Counter brushes	Porcelain cleaner	Wax cleaner
Detergents	Putty Knives	Waxes
Disinfectants	Rubber gloves	Buckeye Brand Castleguard
Dispensers	Scouring powder	Non-Skid Wax or approved
Dust cloths	Soap	equivalent for floors
Dust mops	Sponges	Wet mops
Dust pans	Squeegees	Window brushes
Floor machines	Steel wool	Window ladders
Furniture polish		Wiping cloths

Contractor is responsible for determining type, quality, and characteristics of all building materials to be serviced under this agreement. Contractor shall be responsible for the determination of the proper cleaning method of each building material services under this agreement so that all Jefferson County facilities shall remain in good condition, with the exception of ordinary wear and tear and unavoidable accident.

Contractor shall supply when so requested, without cost to the County, samples for testing of any materials used by Contractor in the accomplishment of the required services. No materials shall be used which are harmful to the surface to which they are applied.

No material, treatment, or procedure shall be used on any floor, stairway, or sidewalk that will cause such floor, stairway, or sidewalk surface to be slippery or unsafe to walk upon in all kinds of weather.

All equipment required by Contractor in the performance of duties as set forth herein shall be furnished by Contractor at Contractor's sole expense. Jefferson County reserves the right to require Contractor to replace, substitute, or modify his equipment if such equipment is harmful to the County or its operation or is not sufficient in terms of providing adequate cleaning under this contract.

#### **Personal Property, Equipment, etc.**

The title of all equipment, materials, machinery of any kind or nature furnished and used by Contractor shall remain in Contractor's name and such equipment, materials of any kind or nature shall be removed promptly from the area specified in bid upon the termination of this contract.

#### **Flammable Materials**

All flammable materials, including waxes, paint, thinner, and waste, shall be handled in accordance with all applicable fire regulations. Any fire, smoke, or other damage arising out of Contractor's use of said flammable materials shall be the responsibility of the Contractor.

#### **Responsibilities of Jefferson County**

All services required to be performed under this agreement shall be subject to inspection by a representative of the County while in process or after completion. If any such services are found to be unsatisfactory and not in accordance with the requirements of this contract, the County Purchasing Agent or representative shall notify Contractor and Contractor shall take immediate steps for corrective action.

The County shall provide reasonable storage space for use of Contractor, provided however, that such shall be necessary to the performance of the services required hereunder. The County shall have access to the above space for the purpose of inspection for conformance to fire, health, and any other applicable regulations. The use of such space shall be the responsibility of Contractor and any damage to property, theft of property, or injury to persons resulting from the use of such space shall be the liability of the Contractor. Jefferson County shall in no way be responsible for the Contractor's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or otherwise.

Jefferson County will supply to the contractor light, heat, power (110 volts A.C.), hot and cold water as may be required for the cleaning of premises under the terms of this contract.

#### **Supervision and Labor**

Contractor shall provide sufficient personnel to accomplish required services hereinafter set forth. All such personnel shall be skilled in the various tasks assigned to them. Contractor shall be responsible for proper personal conduct of all his personnel while on the premises and shall submit a certificate that they are licensed to provide services and carry insurance of not less than \$100,000 coverage for employee dishonesty and customer protection. Contractor agrees to dispense with the services of any employee whose conduct the County believes is detrimental to the best interest of the County.

Contractor shall have an active, qualified, competent and experienced supervisor (satisfactory to the County) to provide daily inspection and supervision of the janitorial services provided hereunder and he/she shall be authorized to represent and act for Contractor.

#### **Contractor's Employees**

All employees of contractor must be eighteen (18) years of age or older. No minors will be allowed to work under this contract.

The Contractor's supervisor, or competent assistant supervisor, shall be on premises at all times during working hours and be responsible for the work on behalf of the contractor.

The Contractor shall enforce strict discipline and good order among the Contractor's employees.

The Contractor shall exercise the necessary supervision and control to prevent contractor's employees from violating rules and regulations.

All employees of successful bidder will be required at all times to wear the company logo visible on all shirts and a company identification card with name and picture provided at no expense to the County.

The County reserves the right to request police record checks or drug screening tests at the cost of the Contractor.

#### **Workers' Compensation**

The Contractor expressly agrees to pay to the State of Texas the amounts required for Workers' Compensation.

#### **Contractor Payments**

The Contractor agrees that it will at all times pay promptly and when due all laborers, mechanics, subcontractors and material men, and all persons who shall supply the Contractor with provisions and supplies for the carrying on of the contract work.

#### **Responsibility for Damage/Repair Problems**

Contractor shall report promptly to the proper authority, as designated by Jefferson County, any irregularities in any of the areas serviced, regarding heating and ventilating equipment, lighting, furniture, broken windows, dispensing equipment in restrooms or any other conditions that may require attention for repairs, adjustment or replacement or correction. A routine maintenance form is attached for this purpose at page 31.

#### **Damage for Destruction of Premises**

If the area specified in the bid is partially or fully destroyed, Contractor's obligations hereunder shall be reduced to the extent made necessary by said partial or full destruction of the area specified in the bid and the County's obligation to Contractor shall be reduced a proportionate amount.

#### **Non-Performance/Liquidated Damages**

Throughout the term of the contract, if the Vendor fails to perform required services as described herein, or does not complete all services as required on a daily, weekly, monthly quarterly, bi-annually, or yearly basis this shall be just cause for the assessment of damages as described below and such damages shall be considered, as liquidated damages. If the Vendor fails to perform the services within the time specified in the contract whether a daily, weekly, monthly, quarterly, biannually, or yearly task, the Vendor shall be deemed as non-compliant and liquidated damages will be assessed.

The Maintenance Representative or his designee will perform inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, an inspection report will be communicated to the Vendor noting the required corrections. If deficiencies are found, once reported to the vendor, it shall be the responsibility of the vendor to respond and correct the deficiencies immediately or no later than twenty-four (24) hours. All notifications will be made by written e-mail.

Liquidated damages are set at 10% of location invoice per occurrence. Written documentation will be provided and the damage will be deducted from the monthly invoice.

## Notices

All notices shall be submitted in writing to Maintenance and Purchasing.

	<u>Immediate Notices</u>	<u>Notices by Mail</u>
Purchasing	<a href="mailto:ysauer@co.jefferson.tx.us">ysauer@co.jefferson.tx.us</a>	Yea-Mei Sauer 1149 Pearl Street Beaumont TX 77701
Maintenance Beaumont	<a href="mailto:gkeller@co.jefferson.tx.us">gkeller@co.jefferson.tx.us</a>	Greg Keller 1149 Pearl Street Beaumont TX 77701
Maintenance Pt. Arthur and Mid-County	<a href="mailto:mbernard@co.jefferson.tx.us">mbernard@co.jefferson.tx.us</a>	Mark Bernard 525 Lakeshore Drive Port Arthur TX 77640
Jack Brooks Regional Airport	<a href="mailto:dyoumans@co.jefferson.tx.us">dyoumans@co.jefferson.tx.us</a>	Duke Youmans 4875 Parker Drive Beaumont TX 77705
Mid County Office Building, Hamshire Building, Mid County Tax Office, Road & Bridge Precinct 2	<a href="mailto:bkelly@co.jefferson.tx.us">bkelly@co.jefferson.tx.us</a>	Bobby Kelly 7759 Viterbo Road Beaumont TX 77705
Minnie Rogers Juvenile Justice Center	<a href="mailto:ecockrell@co.jefferson.tx.us">ecockrell@co.jefferson.tx.us</a>	Chief Ed Cockrell 5326 Highway 69 South Beaumont TX 77705

The Vendor must provide contact information for routine and emergency communications in the form of mobile telephone contact numbers for vendor's supervisors and e-mail contact addresses.

## Continuity of Janitorial Service

Upon the termination of this contract, through passage of time, Contractor shall aid Jefferson County in all ways possible in continuing the services provided for under this agreement uninterrupted until a new contract has been awarded.

## Attorney's Fee

Should the Contractor, in the judgment of Jefferson County, ignore or fail properly to handle or defend any claim, lien, or suit the County may, at its opinion, assume and undertake or join the handling or defense of, any such claim, lien, or suit, and in that event the Contractor will reimburse the County for attorney's fees and other expenses incurred by it in handling or defending any amounts paid by Jefferson County in settlement thereof or in satisfaction of any judgment in any such suit.

## Non-Waiver

Any waiver of any breach of covenants under this contract shall not be deemed or considered as a continuing waiver and shall not prevent Jefferson County from declaring any succeeding breach of the same condition or covenant.

## Default

The contract may be cancelled or annulled by Jefferson County if the Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein; or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then, in any said cases or events, Jefferson County may immediately or any time thereafter, terminate this contract, provided however, that nothing stated in this item shall impair Jefferson County's right to cancellation.

### **Sole Judge for County**

In order to prevent disputes and litigation, the County Purchasing Agent shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and material to be furnished under this contract, and to decide upon all questions which may arise under or as to the fulfillment of said contract on the part of the Contractor, and her decisions and determination shall be final and conclusive.

### **Special Requirements/Instructions:**

#### **Working Hours/Quality of Service**

Contractor shall perform services required herein between the hours of 5:30 PM and 11:30 PM, Monday through Friday, except where noted on the bid form.

**No later than two weeks after the effective date of this contract, Contractor shall provide the County with a work schedule defining frequency of tasks to be performed.**

Areas listed below are to be cleaned as frequently as specified above. Contract administrator may request an alternative schedule. Bidder shall check whether or not requirements will be met. If requirements cannot be met, bidder must state exceptions.

#### **Security/Background Check – Jack Brooks Regional Airport**

***All Janitorial Contractors will be subject to a background check before beginning work at the Jack Brooks Regional Airport Main Terminal.*** This background check will be conducted by the Jefferson County Sheriff's Department and Jefferson County will bear the cost of the search.

### **Cleaning Specifications:**

#### **Intent**

It is the intent of Jefferson County that these premises be maintained at a high standard of cleanliness. These specifications are intended to indicate an acceptable level of service, cleaning and professionalism to be provided by the contractor.

***Frequencies set forth are meant to be general guidelines; they are not to be construed as complete.***

***All items not specifically included but found to be necessary to properly clean the buildings, including additional requirements at specific locations, shall be included as though written in these specifications.***

#### **Clean**

The term "clean" means the removal of all trash, dirt, dust, lint, marks, stains, spots, odors, film (dirt, grease, etc.)

#### **Safety**

The Contractor shall be responsible for instructing employees in safety measures considered appropriate. Personnel will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. The workers shall provide, place and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or floor finishing operations. General safety requirements shall be complied with in all activities under this contract.

## Daily Cleaning:

### Restrooms

Clean with a germicidal detergent all commodes, urinals, lavatories, bathtubs, shower areas, etc. Clean encrustation, stains, scale, deposits, and build-up inside and outside. All fixtures, faucets, and piping shall be rinsed and polished for a complete job. Deodorant tablets shall not be used in commodes or urinals. Highly scented disinfectant cleaners shall not be used.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### Floors

Sweep floors to remove dirt and other material. Damp mop all resilient tile floors using a germicidal detergent solution. Wet mop all ceramic tile floors using a germicidal detergent solution. Rinse all floors with clear water. Floors shall be maintained in such a manner as to promote longevity and safety upon completion of work, all floors shall be left in a clean, orderly and safe condition. The contractor shall remove and replace furniture as required to perform the work, exercising necessary safety practices and necessary caution to prevent damage to Jefferson County property. Clean all baseboards. Spray buff all resilient tile. Apply a new coat of finish as needed. At all times, floors shall be maintained in such a manner as to promote longevity and safety.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### Tile

Sweep to remove loose dirt and other material. Wet mop all hard tile (ceramic, quarry, etc.) floors. Damp mop all resilient (including wood) floors. Spray buff all resilient tile daily or as needed.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### Carpet

Vacuum all carpeted floors. Spot clean all carpeted floors as needed in accordance with manufacturer's instruction.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### Entrance and Common Areas

Pick up papers, leaves, trash and loose material outside stairways and entranceways. Sweep to remove loose dirt and other material. Damp or wet mop clean as needed. Clean all entrance mats.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### **Other Requirements**

Empty all waste receptacles. Maintain all waste receptacles in a clean and odor-free condition. Plastic liners are required. Clean all restrooms dispensers, mirrors, partitions, doors, walls, vents, shelves, furniture, trim, etc., in restrooms and adjacent lounge areas.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### **Supplies**

All towel, tissue, and soap dispensers shall be checked and refilled nightly. No refill supplies shall be stocked in the area of dispenser.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### **Trash Pickup and Removal**

Empty all waste receptacles (including wastebaskets, trash cans, ashtrays, boxes labeled "trash", etc.). Waste receptacles are to be maintained in a clean and odor-free condition. New plastic liners are required daily. Remove all trash and waste to a designated central location (dumpster, etc.) for disposal. Empty "recycle paper" containers into recycle bins as needed, where appropriate, and if in doubt, set aside material and ask for direction from contract administrator.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### **Furniture, etc.**

Clean furniture, counter, and cabinets. (Furniture includes desks, windows, pictures, etc.) Clean all ledges and horizontal surfaces, including baseboards. Spot clean finger marks, smudges, dirt buildup, and/or accumulation around light switches, doors, door frames, counters, etc. Sanitize, wash and polish all drinking fountains, sinks, basins, fixtures, etc. and related counter tops. Keep walls, ceilings and corners free from dust, cobwebs, etc.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### **Doors/Glass**

Clean furniture, counter, and cabinets. (Furniture includes desks, and windows.) Clean all ledges and horizontal surfaces, including baseboards. Spot clean finger marks, smudges, dirt buildup, and/or accumulation around light switches, doors, door frames, counters, etc. Clean all entrance glass (entrance glass includes: glass, doors, windows, window frames, reception areas, partitions). Clean all metal trim (push plates, kick plates, etc.) Spot clean all interior glass including partitions, display cases, mirrors, interior doors, etc.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***



### **Finishing Touches**

Restore all furniture, wastepaper baskets, etc., to original position. Report all maintenance related problems to the Central Services Director. Leave janitorial closet clean and orderly.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

## **Periodic Tasks and Services:**

All monthly, quarterly, semi-annual and annual services require a sign-off of completion. Prior to starting, vendor must submit a written schedule showing the exact date of all quarterly, semi-annual and annual work.

### **Monthly**

Machine scrub restroom floors using germicidal detergent. Refinish all resilient tile restroom. Clean all vent covers, louvers, etc.

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

### **Quarterly and As Needed**

Vacuum, spot clean, and shampoo all carpets. (Proper shampooing shall result in a carpet free from all types of airborne soil, dry dirt, water soluble soils, and petroleum soluble soils). A clean carpet shall be uniform in appearance when dry vacuumed. Strip and refinish all resilient tile floor surfaces, upon completion of this task, the floor shall be free of all scuff marks, dirt, dust, soil, spots, stains, deposits, and film, (dirt, oil, grease, etc.).

***Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.***

**SUB-COURTHOUSE, ANNEX I AND II (PORT ARTHUR)**  
**JANITORIAL SERVICES**  
**ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for Janitorial Services for the Sub-Courthouse, Annex I and Annex II (Port Arthur). These requirements relate to issues of particular relevance to these locations. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Mark Bernard, within two (2) weeks of contract award to discuss these requirements.

Jefferson County shall provide paper products and trash liners for the Port Arthur locations. Vendor shall be responsible for other supplies and equipment.

Vendor shall supply all other supplies and equipment needed to properly clean the buildings.

**Subcourthouse**

- The Janitor's closet shall be stocked on Fridays.
- Sweep or vacuum all floors (hallways and offices) daily.
- Sweep stairwells daily.
- Wipe handrails daily.
- Clean all restrooms daily.
- Clean all windows and doors daily.
- Dust all offices and all blinds twice per week.
- Clean walls once per week.
- Clean light fixtures once per week.
- Buff floors once a week; strip floors once every other week.

**Annex II – Port Arthur – in addition to above requirements:**

- Protective gloves shall be worn when cleaning restrooms.
- Floors shall be mopped (not waxed).

Vendor shall maintain contact with Mark Bernard and with Purchasing throughout the life of this contract.

The Subcourthouse, Annex I, and Annex II require at least one (1) day porter to service the three locations.

## JACK BROOKS REGIONAL AIRPORT ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Jack Brooks Regional Airport (Main Terminal). These requirements relate to issues of particular relevance to the Airport. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at the Airport shall meet with the point of contact, Duke Youmans, within two (2) weeks of contract award to discuss these requirements.

Vendor's assigned employee(s) shall have:

- Good communication skills in the English language
- Proof of cleared background check before beginning work at Jack Brooks Regional Airport. This background check will be conducted by the Jefferson County Sheriff's Department and Jefferson County will bear the cost of the search.
- Additional background checks may be necessary as prescribed by TSA regulations.
- Company logo visible on their shirts at all times, and have a company identification card with their name and picture.

Vendor shall supply:

- Any and all equipment, including but not limited to:
  - vacuums
  - brooms, dust and dry mop, wet mop, bowl mops
  - buffers & carpet cleaner
  - interior and exterior window cleaning equipment
  - rags, wipes, etc
- Any and all supplies necessary to clean the Airport Main Terminal, including but not limited to:
  - Neutral floor cleaner
  - Cleaner and disinfectant for: sinks, toilets, counter tops, windows, etc
  - Scented urinal screens
  - Stain remover
  - Hand soap for dispensers
  - Hand sanitizer for dispensers

The main terminal requires one person to be present from 8:00 AM to 8:00 PM, Sunday through Friday, and from 8:00 AM to 3:00 PM on Saturday. This person shall:

- Clean all bathrooms following each flight.
- Replenish paper products.
- Dry mop floors twice a day.
- Vacuum all carpeted areas once a day.
- Take out trash twice a day.
- Buff all hard floors each Saturday.
- Hard floors stripped and waxed, every three (3) months or upon airport request, no more than four (4) times a year.
- Shampoo all carpet areas as needed, at least every two (2) weeks.
- Maintain interior side of windows to a clean and clear appearance.
- Stains addressed and removed.

Access to secure areas of the terminal will be limited. Persons authorized by designated airport personnel will be subject to airport security background checks. Persons authorized will, without fail, display proper security badges, provided by airport, at all times while in secure areas. If lost, replacement badges are available for a cost of \$10 each.

Vendor shall maintain contact with Duke Youmans and with Purchasing throughout the life of this contract.

## **MID-COUNTY OFFICE BUILDING AND HAMSHIRE BUILDING ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for Janitorial Services for the Mid-County Office Building. These requirements relate to issues of particular relevance to this building. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at the Mid-County Office Building shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap for these locations. The vendor is responsible for all other supplies and equipment.

### **Environmental Control Department**

- Vacuum front counter area daily.
- Vacuum remaining floors three days per week.
- Empty trash daily.
- Dust all offices once per week.

### **Constables' Offices (Precincts 4 & 7)**

- Dust Constables' desks and shelves every other day.
- Dust all other desks every other day, including CPU on the floor and computer on the desk.
- Vacuum entire office once per week
- Dust printers, fax machine and phones once per week.

### **Judges' Offices (Precincts 4 & 7)**

- Vacuum entire office, Judge's office, and Court Room (including under all desks) daily.
- Empty trash daily.
- Clean front window glass once per day.
- Wipe outside counter at front window with antibacterial cleaner once per day.
- Dust Clerk's office once per week.
- Windex Judge's desk once per day.
- Dust table in Judge's office once per day. If Judge is in office, please ask before cleaning.
- Vacuum Court Room once per day
- Dust entire Court Room with Pledge on Fridays. Additionally, on Tuesdays dust the Judge's entire bench only.
- Empty shredder once per week.
- Special Requests as needed.

### **Mid-County Community Room (Next to Mid-County Office Building)**

- Sweep floors
- Mop floors
- Empty trash.
- Clean restrooms.
- Clean kitchen.

The space previously known as The Library is now being utilized as an Immunization Clinic/Voting Tabulation area. This area is currently, and shall continue to be cleaned by Jefferson County staff. Please do not consider it as an area to be cleaned under contract.

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.

## **ROAD & BRIDGE PRECINCT 2**

### **ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for Janitorial Services for the Road & Bridge Precinct 2 Office. These requirements relate to issues of particular relevance to this building. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at this location shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap at this location. Vendor is responsible for supplying other supplies and equipment needed.

#### **Vacuuming**

- Vacuum front office twice per week.
- Vacuum remainder of the building once per week.

#### **Dusting**

- Dust front office twice per week.
- Dust remainder of the building once per week.

Restrooms – clean twice per week.

#### **Floors**

- Mop once per week.
- Sweep twice per week.

Trash – empty twice per week.

Kitchen – clean twice per week (no dishes).

Glass – clean as needed.

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.

## **MID-COUNTY TAX OFFICE ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for Janitorial Services for the Mid-County Tax Office. These requirements relate to issues of particular relevance to these locations. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at this location shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap at this location. Vendor is responsible for supplying other supplies and equipment needed.

The following tasks shall be performed daily:

- Mop all non-carpeted areas.
- Vacuum all carpeted areas.
- Clean bathroom fixtures.
- Empty all trash cans.
- Clean or wipe fingerprints from front doors.

The following tasks shall be performed once or twice per week as needed:

- Dust counters/desks.
- Wipe down wooden surfaces
- Dust calculators, phones, printers, etc.

The following tasks shall be performed once monthly as needed:

- Dust blinds
- Clean window sills
- Empty shredders by copier in work room

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.

## **MINNIE ROGERS JUVENILE JUSTICE CENTER ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for the Minnie Rogers Juvenile Justice Center. These requirements relate to issues of particular relevance to these locations. They are in addition to and do not replace the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Chief Cockrell, within two (2) weeks of contract award to discuss these requirements.

The Minnie Rogers Juvenile Justice Center is a secure facility. Vendor shall gain admission by ringing the entrance bell and identifying themselves.

The Vendor will be given a key by the Control Room staff for servicing the building; Vendor shall return the key at the end of each work shift.

The Vendor shall transport all trash out of the entrance doors and shall request admission to the dumpster area, which is in the secure parking lot. Once entrance is gained, the gate will close and the Vendor shall request it to be opened again in order to leave the area and gain admission back into the facility.

All Juvenile records are confidential, and the Vendor shall not disturb records in any manner. If a name of a juvenile happens to be seen accidentally, the Vendor shall not reveal that information to anyone.

During a normal week, the conference rooms may be in use for various meetings or rehabilitation programs after 5:00. The vendor shall work in the rest of the building and clean the conference rooms last on those occasions.

- Empty trash daily
- Clean front window glass once per week
- Clean restrooms and bathroom fixtures daily
- Clean kitchen, to include wiping down counters, daily
- Mop all non-carpeted areas daily
- Vacuum all carpeted areas daily, including Court Room
- Empty all trash cans daily
- Clean or wipe fingerprints from front doors at least once per week
- Dust blinds once per week
- Clean window sills once per week
- Wax lobby floor once every six (6) months

Vendor shall supply any and all supplies necessary to clean, including but not limited to vacuums, brooms, dust and dry mops, wet mops, bowl mops, buffers and carpet cleaner, interior and exterior window cleaning equipment, rags, wipes, neutral floor cleaner, cleaner and disinfectant for sinks, toilets, counter tops, etc., scented urinal screens, stain remover, hand soap for dispensers, hand sanitizer for dispensers. Vendor shall also provide all toilet tissue, paper towels and cleaning supplies on the Juvenile Probation side.

Vendor shall maintain contact with Chief Cockrell and with Purchasing throughout the life of this contract.



**BEAUMONT LOCATIONS:  
HISTORIC COURTHOUSE, NEW COURTHOUSE, SHERIFF'S DEPARTMENT,  
ANNEX I, ANNEX II, AND ANNEX IV  
ADDITIONAL INFORMATION AND REQUIREMENTS**

The following provides additional information and requirements for Janitorial Services for the historic courthouse, new courthouse, Sheriff's Department, Annex I, Annex II, and Annex IV (all located in Beaumont). The following requirements relate to issues of particular relevance to these locations, and are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Greg Keller, within two (2) weeks of contract award to discuss these requirements.

Jefferson County shall provide paper products and trash liners for the Beaumont locations. Vendor shall be responsible for other supplies and equipment.

Vendor will perform services Monday through Friday, as follows:

Historic Courthouse, New Courthouse, Annex I, Annex II, and Annex IV	9:30 am – 2:00 pm 5:30 pm – 11:30 pm
Sheriff's Department	8:00 am – 12:00 noon
District Attorney's Offices	3:00 pm – 5:00 pm

Vendor personnel working in the Sheriff's Department shall be subject to a background check.

Vendor shall furnish cleaning carts for each of the Beaumont locations. The total number of carts shall be determined after award.

All Vendor personnel shall have their company logo visible on their shirts at all times, and have a company identification card with their name and picture. Cleaning personnel not wearing the proper attire will not be allowed in the building.

The Vendor shall have a supervisor on duty at all times. This supervisor will be the only person authorized to pick up keys each night.

Vendor shall maintain contact with Greg Keller and with Purchasing throughout the life of this contract.

## **Schedule and Checklists:**

The Contractor shall submit, after Notice of Award, but prior to the date of performance, a schedule of the dates that daily, weekly, monthly, quarterly, semi-annually and other frequencies of work will be performed. Contractor shall, in this schedule, indicate specific areas of floors and sections of windows and other items not requiring daily service, which are to be cleaned under a progressive work program and the days/weeks/months/quarters such areas are to be cleaned. This schedule must be approved by building superintendent and submitted to Jefferson County Purchasing Agent. A copy of the daily activity report is attached at page 39.

### **Daily Activity Report Checklist**

The successful vendor will be required to complete a "daily activity report checklist" of services performed for each location covered under this contract. A copy of this report is included in this page at page 39.

### **Routine Maintenance Problem Report**

Using the attached form, any routine maintenance problems such as burned out lights, clogged drains, toilet problems, electrical outlet malfunctions, items broken, missing, and other items which require maintenance, repair or replacement. This report should be submitted as needed to Jefferson County. A copy of this report is included in this page on page 40.

The Contractor shall forward to Jefferson County Building Superintendent the completed checklists for each week within two (2) days after its expiration showing its adherence or non-adherence, plus corrections, by item and date. In addition, a copy of the reports and checklists shall be filed with the contact person specified in the bid or his designated representative.

### **Coordination**

The Contractor will contact the County Purchasing Agent at least once a quarter to discuss contract performance and identify problem areas. Meetings will be scheduled at the time of award for the first year, and upon renewal for each subsequent year.

## **Poor Performance/Complaint Provisions:**

In the event janitorial service performance is less than acceptable to Jefferson County authorities this paragraph will allow recourse for the County. A percentage of amounts due for janitorial services will be assessed when performance is unsatisfactory, e.g., when three (3) legitimate complaints of unsatisfactory services are received from a single department within a 30-day (one month) period, a 10% penalty will be assessed the contractor. The 10% penalty shall apply to the amount for services charged to the complaining department.

**DAILY ACTIVITY REPORT CHECKLIST**  
**TO BE FILLED OUT BY SUPERVISOR**

Building	Floor

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Sweep or dust mop floors							
Damp mop floors							
Buff floors							
Clean elevators							
Clean brass fixtures							
Vacuum and clean rugs and carpets							
Collect trash and change bags							
Clean glass interior and exterior							
Sweep stairs/landings and mop							
Clean bathroom – clean sinks/toilets/urinals, replace tissues/towels/soap, empty trash, sweep/mop floors							
Dust all furniture							

Contractor

Supervisor	Date

## ROUTINE MAINTENANCE PROBLEM REPORT

--	--	--

Please Print Name

Authorized Signature

Date

--	--

Department\*

Report Date

--

Problem Location

1.	Lights burned out.
2.	Drain clogged.
3.	Toilet malfunction.
4.	Electrical outlet malfunction.
5.	Item(s) broken, missing, etc.
6.	
7.	
8.	
9.	
10.	
11.	

\*Report each maintenance problem **daily**.

## **5. Project Requirements**

### **5.1 Objective**

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

### **5.2 Offeror Experience**

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

### **5.3 Offeror Personnel and Organization**

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;

- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

## **6. Proposal Evaluation and Selection Process**

### **6.1 Introduction**

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

### **6.2 Cost Proposal**

The Offeror must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

### **6.3 Proposal Evaluation and Selection**

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Jefferson County Maintenance, Subcourthouse Maintenance, Jack Brooks Regional Airport Maintenance.

### **6.4 Evaluation Criteria:**

#### **a. Responsiveness – 15%**

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

#### **b. Implementation Plan – 25%**

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

#### **c. Offeror Qualifications – 25%**

This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.

#### **d. Personnel Qualifications – 15%**

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.

#### **e. Cost of Professional Services – 20%**

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.



## APPENDIX A Cost Proposal

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP. Cost will be a factor in the County's selection process.

Service shall include all custodial services and must be performed during the days/times specified. Note that some locations require an employee to be on site for the duration of specific hours.

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
1	Jefferson County Courthouse (Historic) 1149 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 7; Elevators: 3 Square feet: 115,490 To be serviced: 5 days/week	\$ 0.0621	\$ 330.77	\$ 1,653.85	x 52	\$ 86,000.00
2	Jefferson County Courthouse (New) 1001 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 3; Elevators: 3 Square feet: 140,937 To be serviced: 5 days/week	\$ 0.0592	\$ 384.62	\$ 1,923.08	x 52	\$ 100,000.00
3	Jefferson County Sheriff's Dept. 1001 Pearl St., Beaumont <b>One employee must be on site Mon-Fri, 8:00 am–noon</b> Floors: 2; Elevators: 0 Square feet: 12,320 To be serviced: 5 days/week	\$ 0.1691	\$ 96.15	\$ 480.77	x 52	\$ 25,000.00
4	Jefferson County Annex I 215 Franklin St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 31,784 To be serviced: 3 days/week	\$ 0.0656	\$ 160.26	\$ 480.77	x 52	\$ 25,000.00
5	Jefferson County Annex II 1295 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 0 Square feet: 17,197 To be serviced: 3 days/week	\$ 0.0600	\$ 79.37	\$ 238.11	x 52	\$ 12,381.84
6	Jefferson County Annex IV 820 Neches, Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 20,000 To be serviced: 5 days/week	\$ 0.1042	\$ 96.15	\$ 480.77	x 52	\$ 25,000.00

### COST PROPOSAL (CONTINUED)

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
7	Courthouse (Historic & New) & Beaumont Annexes I, II, IV—day service <b>One employee (day porter) must be on site Mon-Fri, 9:30am– 2:00 pm</b> Floors: 7; Elevators: 8 Square feet: To be serviced: 5 days/week	\$  N/A	\$  120.00	\$  600.00	x 52	\$  31,200.00
8	Subcourthouse 525 Lakeshore Dr., Pt Arthur Mon-Fri, 5:30 pm–12:00 mid. Floors: 2; Elevators: 2 Square feet: 15,394 To be serviced: 5 days/week	\$  0.1830	\$  130.00	\$  650.00	x 52	\$  33,800.00
9	Annex I – Port Building 900 Fourth St., Port Arthur Mon-Fri, 5:30 pm–12:00 mid. Floors: 2; Elevators: 1 Square feet: 5,426 To be serviced: 5 days/week	\$  0.2995	\$  75.00	\$  375.00	x 52	\$  19,500.00
10	Annex II – Public Health Dept 800 – 4 <sup>th</sup> Street, Port Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 1; Elevators: 0 Square feet: 14,300 To be serviced: 5 days/week	\$  0.1515	\$  100.00	\$  500.00	x 52	\$  26,000.00
11	Minnie Rogers Juvenile Justice, 5326 Highway 69 S, Beaumont Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 Square feet: 12,850 To be serviced: 5 days/week	\$  0.2024	\$  120.00	\$  600.00	x 52	\$  31,200.00
12	Airport – Main Terminal 6000 Airline Dr., Beaumont <b>At least one employee must be on site Sun-Fri, 8:00 am–8:00 pm</b> Floors: 1; Elevators: 0 Square feet: 19,579 To be serviced: 6 days/week	\$  0.1859	\$  140.00	\$  840.00	x 52	\$  43,680.00
13	Airport – Main Terminal 6000 Airline Dr., Beaumont <b>At least one employee must be on site Sat, 8:00 am–3:00 pm</b> Floors: 1; Elevators: 0 Square feet: 19,579 To be serviced: 1 day/week	\$  0.0310	\$  140.00	\$  140.00	x 52	\$  7,280.00

### COST PROPOSAL (CONTINUED)

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
14	Mid-County Office Building & Pct. 2 Service Center 7759 Viterbo Rd, Beaumont Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 Square feet: 6,120 To be serviced: 5 days/week	\$ 0.2655	\$ 75.00	\$ 375.00	x 52	\$ 19,500.00
15	Mid-County Tax Office 4605 Jerry Ware Dr., Bmt Mon-Fri, 5:30 pm–12:00 mid. Floors: 1; Elevators: 0 Square feet: 2,476 To be serviced: 5 days/week	\$ 0.4375	\$ 50.00	\$ 250.00	x 52	\$ 13,000.00
16	Precinct 2 Service Center 7759 Viterbo Road, Beaumont Mon-Fri, 5:30 pm – 12:00 mid Floors: 1; Elevators: 0 Square feet: 1,876 To be serviced: 2 day/week	\$ 0.1848	\$ 40.00	\$ 80.00	X52	\$ 4,160.00
17	Hamshire Building 19217 FM 365, Beaumont Mon-Fri, 5:30 pm – 12:00 mid Floors: 1; Elevators: 0 Square feet: 2,858 To be serviced: 5 days/wk	\$ 0.4549	\$ 60.00	\$ 300.00	X52	\$ 15,600.00
18	Precinct 3 Service Center 5700 Jade Avenue, Port Arthur Mon-Thurs, 7:00 am - 5:00 pm Floors: 1; Elevators: 0 To be serviced: 1 day/bi-weekly	\$ N/A	\$ 20.00	\$ N/A	X26	\$ 520.00
19	Subcourthouse, Annex I, and Annex II (Port Arthur) <b>One employee (day porter) must be on site to service these three (3) locations, Mon-Fri, 8:00 am – 5 pm</b> Square feet (combined): 35,120	\$ 0.0617	\$ 100.00	\$ 500.00	X52	\$ 26,000.00

**Offeror Must Complete and Return This Page With Offer.**

## 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]

Robert L. Bodin, Jr.

By:



Vice President

Title:

Date:

8-31-2018

**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: Gulf Employees Federal Credit Union  
 Address: 5140 W. Parkway, Groves, Texas, 77619  
 Contact Person and Title: Ron Burkhalter, President/CEO  
 Phone: (409) 963-1191 Fax: (409) 960-6130  
 Email Address: r.burkhalter@gecu.org Contract Period: 2008 to Present  
 Scope of Work: Complete Janitorial Service

### REFERENCE TWO

Government/Company Name: City of Beaumont  
 Address: 801 Main Street, Suite 315, Beaumont, Texas, 77704  
 Contact Person and Title: Terry Welch, Buyer III  
 Phone: (409) 880-3720 Fax: (409) 880-3747  
 Email Address: twelch@cid.beaumont.tx.us Contract Period: 2010 to Present  
 Scope of Work: Complete Janitorial Service

### REFERENCE THREE

Government/Company Name: Total Petrochemical  
 Address: 7600 32nd Street, Port Arthur, Texas, 77642  
 Contact Person and Title: Howard Rice, Area 4 Maintenance Coordinator  
 Phone: (409) 985-0143 Fax: (409) 963-6865  
 Email Address: howard.rice@total.com Contract Period: 2009 to Present  
 Scope of Work: Complete Janitorial Service

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## 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.

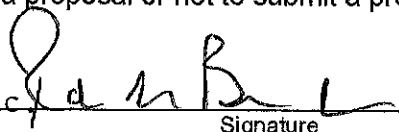
Southeast Texas Building Service, Inc.  
Offeror (Entity Name)

Physical: 3304 Spurlock Road  
Mailing: P. O. Box 1562  
Street & Mailing Address

Nederland, TX 77627  
City, State & Zip

(409) 722-4900  
Telephone Number

setbs@sbcglobal.net  
E-mail Address

  
Signature

Robert L. Bodin, Jr.  
Print Name

8-31-18  
Date Signed

(409) 724-0900  
Fax Number

**Offeror Must Complete and Return This Page With Offer.**

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.  <div style="text-align: center; margin-top: 5px;">N/A</div> </p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.  <div style="text-align: center; margin-top: 5px;">N/A</div> <div style="text-align: center; margin-top: 5px;">_____ Name of Officer</div> </p> <p style="font-size: small;">This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%;"> <p>_____ Date</p> </div> </div>		

Adopted 8/7/2015

**Offeror Must Complete and Return This Page With Offer.**

# Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

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.

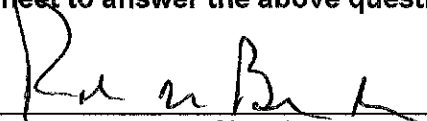
#### Did the Prime Contractor/Consultant . . .

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

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

Robert L. Bodin, Jr.

Printed Name of Authorized  
Representative

  
Signature

Vice President

Title

8-31-18  
Date

**Offeror Must Complete and Return This Page With Offer.**

IF AWARDED THIS CONTRACT, SOUTHEAST TEXAS BUILDING SERVICE, INC. WILL BE USING OUR OWN EMPLOYEES AND NOT A SUB-CONTRACTOR TO PERFORM SERVICES AS STATED IN THE SPECIFICATIONS OF THIS SOLICITATION. 84

**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 City State Zip

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

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

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

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

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

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

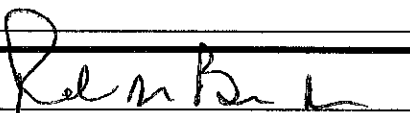
Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

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

Robert L. Bodin, Jr.

Printed Name of Contractor Representative



Signature of Representative

8-31-18

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	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: \_\_\_\_\_

**Offeror Must Complete and Return This Page With Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 2 OF 4**

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

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

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

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

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

Street	City	State	Zip

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Offeror Must Complete and Return This Page With Offer.**

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

**PAGE 3 OF 4**

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

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

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

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

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

### PART III: DISCLOSURE OF OTHER “NON-HUB” SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

Street	City	State	Zip

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

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

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

Description of Subcontract Work to be Performed:

**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	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): Robert L. Bodin, Jr./Southeast Texas Building Service, Inc.

Title: Vice President

Signature: [Signature]

Date: 8-31-18

E-mail address: seths@sbcglobal.net

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

Name (print or type): Julie K. Cobb

Title: Office Manager

Date: August 27, 2018

E-mail address: setbs@sbcglobal.net

**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 Southeast Texas Building Service, Inc. [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.):	74-1684675
Company Name submitting bid/proposal:	Southeast Texas Building Service, Inc.
Mailing address:	P. O. Box 1562, Nederland,,TX 77627
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**
04940100006810000000	3304 Spurlock Road, Nederland, TX, 77627

\* 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 TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared Robert L. Bodin, Jr., who  
(name)

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

"I, Robert L. Bodin, Jr. am a duly authorized officer of/agent  
(name)  
for Southeast TX Building Service and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Southeast Texas Building Service, Inc.  
(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: Robert L. Bodin, Jr./Southeast Texas Building Service, Inc., P. O. Box 1562, Nederland, Texas, 77627

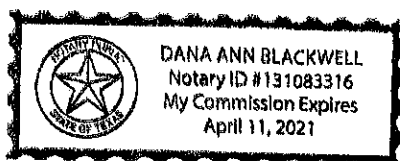
Fax: (409) 724-0900 Telephone# (409) 722-4900

by: Robert L. Bodin, Jr. Title: Vice President  
(print name)

Signature: *Robert L. Bodin, Jr.*

SUBSCRIBED AND SWORN to before me by the above-named  
Robert L. Bodin, Jr. on

this the 31<sup>st</sup> day of August, 2018.



*Dana Ann Blackwell*  
Notary Public in and for  
the State of Texas

**Offeror Must Complete and Return This Page With Offer.**



JANITORIAL SERVICES  
FOR  
JEFFERSON COUNTY, TEXAS

**SAMPLE CONTRACT**

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

This Contract between Jefferson County and \_\_\_\_\_ (hereinafter called "Contractor").

W I T N E S S E T H

WHEREAS, on \_\_\_\_\_, a Legal Notice was published by Jefferson County setting forth the specifications for Janitorial Services for Jefferson County.

WHEREAS, on \_\_\_\_\_, bids were opened and the lowest responsible bidder was determined to be \_\_\_\_\_,

1. The term of the renewed Contract shall be from \_\_\_\_\_, inclusive.
2. The Contract includes the following documents, copies being attached and are incorporated herein, to with:
  - a. Legal Notice, \_\_\_\_\_;
  - b. Bid Form of \_\_\_\_\_;
  - c. Specifications for Janitorial Services for Jefferson County; and
  - d. Additional Instructions for individual departments/buildings.
3. During the term of this Contract, Contractor shall furnish to the County the Janitorial Service for all buildings set forth in the aforementioned specifications for base bid, including all labor, tools, cleaning and floor finishing products, superintendence and equipment in connection therewith.
4. Renewal of this contract shall be for the original bid price: however, if the option to renew is exercised, Jefferson County will permit a price adjustment upward or downward after the end of the first contractual period and each renewal period when correlated with the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, (all items) published by the Bureau of Labor Statistics (BLS), Beaumont-Port Arthur, Texas, www.bls.gov., up to 3%, whichever is lower.
5. Throughout the term of the contract, if the Vendor fails to perform required services as described herein, or does not complete all services as required on a daily, weekly, monthly quarterly, bi-annually, or yearly basis this shall be just cause for the assessment of damages as described below and such damages shall be considered, as liquidated damages. If the Vendor fails to perform the services within the time specified in the contract whether a daily, weekly, monthly, quarterly, biannually, or yearly task, the Vendor shall be deemed as non-compliant and liquidated damages will be assessed.

The Maintenance Representative or his designee will perform inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, an inspection report will be communicated to the Vendor noting the required corrections. If deficiencies are found, once reported to the vendor, it shall be the responsibility of the vendor to respond and correct the deficiencies immediately or no later than twenty-four (24) hours. All notifications will be made by written e-mail.

Liquidated damages are set at 10% of the amount for services charged to the complaining department per occurrence. Written documentation will be provided and the damage will be deducted from the monthly invoice.

5. County agrees to pay Contractor the total sum of \$\_\_\_\_\_, \_\_\_\_\_, for all services hereunder payable, such payments to be made monthly upon presentation of an invoice at the end of each month hereof.
6. It is agreed that Contractor is acting in the capacity of an independent contractor hereunder. Contractor does hereby promise and agree to indemnify and hold harmless the County from and against all damages, liability, injury, claims or causes of action arising out of the performance of the Contract.
7. If Contractor shall fail to perform in accordance with this Contract, or otherwise breach this Contract, the County shall have the option to immediately terminate the Contract in addition to any other legal remedy. Provided, that the County shall give written notice to Contractor in the event of exercising such right of termination with thirty (30) days written notice, by Certified United States Mail, addressed to \_\_\_\_\_. Contractor will furnish proof of insurance.

IN WITNESS WHEREOF has caused this Contract to be executed this the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Contractor

IN WITNESS WHEREOF Jefferson County has caused this Contract to be executed this the \_\_\_\_ day of \_\_\_\_\_, 2018.

JEFFERSON COUNTY

\_\_\_\_\_  
Jeff R. Branick, County Judge

ATTEST:

\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

# **SEALED PROPOSAL**

**To: Yea-Mei Sauer, Contract Specialist**

**Submission for:**

**Proposal # RFP 18-034/YS**

**Janitorial Services for Jefferson County**

**Offeror:**

**Southeast Texas Building Service, Inc.**

**3304 Spurlock**

**Nederland, Texas 77627**

**(409) 722-4900 – Main**

**(409) 724-0900 – Fax**

**setbs@sbcglobal.net**

**Proposal Due Date:**

**September 4, 2018**

RECEIVED 09:31 AM SEP 04 2018

August 28, 2018

Steve Stafford  
Engineering Superintendent  
Jefferson County  
1149 Pearl Street  
Beaumont, Texas 77701

**Re: Environmental Consulting Services (Proposal No. 18-02939)**  
Stormwater Management Program Implementation

Mr. Stafford:

Submitted for your review is an estimated budget/scope of services, rate schedule, and the associated professional services agreement for the continued implementation of Jefferson County's Stormwater Management Program.

Costs for this project will be billed on a time and materials basis with an estimated cost of \$16,750.00. These cost will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

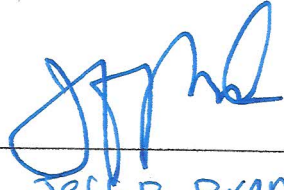
We appreciate your consideration of our firm for this project. If this proposal meets with your approval, please provide a signature on this proposal letter and the attached agreement and return to our office.

Sincerely,

**APPROVED BY:**  
**Jefferson County**



John Concienne, CPESC  
Senior Environmental Project Manager  
LJA Engineering, Inc.  
2615 Calder Avenue, Suite 500  
Beaumont, Texas 77702  
Office: (409) 833-3363  
Direct: (409) 554-8980  
Email: [jconcienne@lja.com](mailto:jconcienne@lja.com)

By:   
Name: Jeff R. Branick  
Title: Jefferson County Judge  
Date: October 1, 2018



2929 Briarpark Drive, Suite 600, Houston, Texas 77042  
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386 TBPLS 10110501

## PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on September 26, 2018 is by and between Jefferson County with address at 1149 Pearl Street, Beaumont, Texas 77701 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

**I. LJA'S RESPONSIBILITIES:** LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

**II. CLIENT'S RESPONSIBILITIES:** Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

**1. INFORMATION/REPORTS:** Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

**2. REPRESENTATIVE / ACCESS:** Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

**3. DECISIONS:** Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

**III. COMPENSATION, BILLING, & PAYMENT:** Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

**IV. STANDARD TERMS AND CONDITIONS:** Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"  
JEFFERSON COUNTY

By: 

Printed Name: Jeff R. Branick

Title: Jefferson County Judge

Effective Date: October 1, 2018

Attachments:

- A – Standard Terms and Conditions
- B – Standard Rate Schedule

APPROVED FOR "LJA"  
LJA ENGINEERING, INC.

By: 

Printed Name: John Concienne, CPESC

Title: Sr. Environmental Project Manager

ATTEST  
DATE 





## ATTACHMENT A STANDARD TERMS AND CONDITIONS

**1. STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including those contained in any uniform commercial code, proposal, work authorization, or requisition, except as provided herein.

**2. CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly. The compensation set forth in this Agreement shall be deemed to be full compensation for all work and materials furnished by LJA whether specifically called for by the Agreement, plans, or specifications, or not, and no additional compensation shall be paid to LJA unless a written extra work order is provided by Client in advance, stating that the work is extra work and designating the additional compensation to be paid for the extra work and additional time for completion (if applicable). Any request for extra work shall be submitted to Client prior to such work being performed, and allowing for sufficient time for such request to be timely reviewed by Client. Approval or disapproval of extra work shall be made by Client within five (5) calendar days from the date of submission by LJA.

**3. SAFETY.** LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

**4. DELAYS.** Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the

event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement if, after ten (10) days written notice stating its intention to suspend performance under the Agreement, the notified party fails to cure such failure within that time. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

**6. INSURANCE.** LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request.

**7. INDEMNITY.** LJA and the Client agree that LJA shall be responsible only for such injury, loss, or damage to the extent caused by the intentional misconduct or the negligent act or omission of LJA. LJA agrees to indemnify and to hold Client, including its officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and reasonable attorney's fees, to the extent resulting from the intentional misconduct of LJA and/or its employees and/or any negligent act or omission by LJA and/or its employees and/or agents. LJA is not responsible for any special, indirect, consequential or punitive damages.

**8. LIMITATION OF LIABILITY.** No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the amounts of coverage set forth in the insurance certificate provided to Client by LJA.

**9. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. Client agrees to hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

**10. CLIENT DATA.** Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

**11. ASSIGNMENT/BENEFICIARIES.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

**12. AMENDMENT, NO WAIVER, SEVERABILITY.** This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**13. INDEPENDENT PARTIES.** Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

**14. DISPUTE RESOLUTION.** The parties may attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' management. If any dispute cannot be resolved in this manner, within five (5) business days, the parties may agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator may convene the mediation within ten (10) business days of the request of either party, and the mediation may last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute may attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become

barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party may be entitled to collect its litigation costs and reasonable attorney's fees from the other party.

**15. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS.** As required by Chapter 2270, Government Code, LJA 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.

**16. GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Harris County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.Custom



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702  
 t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

### STORMWATER COMPLIANCE DIVISION 2018 RATE SCHEDULE

Labor Classification	Hourly Rate
Senior Environmental Project Manager	\$175.00
Senior Environmental Scientist	\$175.00
Environmental Project Manager	\$139.00
Environmental Scientist	\$125.00
Environmental Technician I	\$ 75.00
Environmental Technician II	\$ 83.00
Environmental Technician III	\$ 95.00
CADD Technician	\$100.00
Expert Witness Work	\$425.00

#### **Payments**

Billings for Services rendered will be made monthly and payment is requested within thirty (30) days of receipt of invoice. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.



**Jefferson County Stormwater Quality Coalition**  
Nederland, Port Neches, Groves, Port Arthur, Jefferson County, Jefferson County DD7  
**Estimated Budget for Permit Term 3**

Key Implementation Tasks by MCM	Permit Year 1 (FY 2019)	Permit Year 2 (FY 2020)	Permit Year 3 (FY 2021)	Permit Year 4 (FY 2022)	Permit Year 5 (FY 2023)
1.0 Public Education, Outreach, and Involvement					
Development of Public Education Materials					
Contractor Training and Outreach Program					
Reproduction Costs for Brochures, Flyers and other materials					
Conduct Public Meetings	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
SWMP Committee Meetings					
Record Maintenance/Data Entry					
2.0 Illicit Discharge Detection and Elimination					
Regulatory Enforcement Assistance					
Outfall Screening					
Maintain/Update Outfall Inventory Map	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00
Record Maintenance/Data Entry					
3.0 Construction Site Stormwater Runoff Control					
Regulatory Enforcement Assistance					
Construction SWPPP Review					
Training Programs for Permitting Personnel	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Monitor Permittee Owned Construction Projects					
Construction Site Inspections and Enforcement					
Record Maintenance/Data Entry					
4.0 Post-Construction Stormwater Management					
Regulatory Enforcement Assistance					
Inspection of Post-Construction Controls					
Training Programs for Plan Review Personnel	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
Plan Review Assistance					
Record Maintenance/Data Entry					
5.0 Good Housekeeping for Municipal Operations					
Employee Training Programs					
Municipal Facility Inspections	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Parking Lot Inspections					
Record Maintenance/Data Entry					
Additional Services					
Stakeholder Representation					
Permit Renewal Tasks	\$26,000.00	\$15,500.00	\$15,500.00	\$15,500.00	\$15,500.00
Development/Submital of Annual Reports					
<b>Total Annual Cost for Combined Activities</b>	<b>\$100,500.00</b>	<b>\$90,000.00</b>	<b>\$90,000.00</b>	<b>\$90,000.00</b>	<b>\$90,000.00</b>
<b>Cost per participant (based on 6)</b>	<b>\$16,750.00</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>

\*All scope items listed will be implemented in accordance with the measurable goals established in the Stormwater Management Program.  
(Each permit year will run from October 1st - September 30th)



**JEFFERSON COUNTY SHERIFF'S DEPARTMENT**  
**REGIONAL CRIME LABORATORY**  
5030 Highway 69 South, Suite 500  
Beaumont, Texas 77705-9630  
(409) 726-2577 FAX (409) 726-2576

**MEMORANDUM**

**DATE:** September 19, 2018  
**TO:** Auditing  
**FROM:** Emily Esquivel *EE*  
Crime Lab Director  
**RE:** Temporary Status Change

I am requesting that \$14,000 be moved from 10-02 Assistants and Clerks to 10-05 Extra Help for the new fiscal year. Brandy Henley has agreed to work 20 hours a week until a full time scientist is hired.

Jefferson  
County

# Memo

TO: FRAN LEE, FIRST ASSISTANT COUNTY AUDITOR  
FROM: MARC DEROUEN, JUSTICE OF THE PEACE PCT. 2  
DATE: SEPTEMBER 25, 2018  
RE: BUDGET TRANSFER REQUEST

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I am requesting a budget transfer in the amount of \$18,000.00 as follows:

From: Account 120-2043-412.10-02 Assistants & Clerks

To: Account 120-2043-412.10-05 Extra Help

If you have any questions or concerns, please contact me.

Thank You,



Marc DeRouen

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** OCTOBER 1, 2018

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The following FY 2019 budget amendment for JP Pct. 6 is necessary for continuation of copier lease payments and contractual payments for Accurint. This line item was accidentally left off the budget request. The amount remains the same amount as FY 2018.

120-2047-412-5077 Contractual Services \$2,753

120-9999-415-9999 Contingency \$2,753

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** SEPTEMBER 25, 2018

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The following FY 2018 budget transfer for Elections is necessary for additional cost for postage for the mailing of ballots for the November election.

120-1034-414-4052	Postage	\$8,000
120-1034-414-5024	Election Exp. —Judges/Clrks	\$8,000

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** SEPTEMBER 25, 2018

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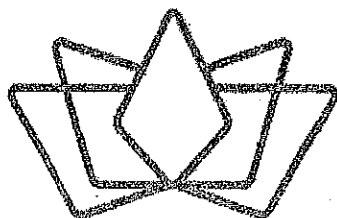
The following FY 2018 budget transfer for Health & Welfare I is necessary for additional cost for burials.

120-5074-441-5006	Burials	\$20,000
120-5074-441-1002	Assistants & Clerks	\$20,000

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

**VINE® SERVICE AGREEMENT**

**DIR-TSO-3937**



**APPRISS®  
SAFETY**

**DIR-TSO-3937**

**APPENDIX D (per Amendment 1)**

**VINE® SERVICE AGREEMENT**

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

Agreement No.1990266-2019

Date: September 1, 2018

**BETWEEN:**

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

**CUSTOMER:**

Jefferson County  
1149 Pearl Street  
Beaumont, TX 77701

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

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

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

1. County Jail
2. District Court

This Agreement shall be effective as of September 1, 2018 and continue for Twelve (12) consecutive months. Billing of 'Recurring Operational Fees' shall not affect the Service Agreement renewal date

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

1. Be responsible for all development associated with the processing of the notification signal and the actual notification attempts once the signal has been transmitted.
2. The Customer and its Participating Agencies at each site will assist the Service Provider in coordinating initial work required by the existing vendors or in-house resources. Where applicable, costs of postage and stationery are excluded.
3. Dedicate a special telephone number for the Customer's use of the VINE Service Center.
4. Process incoming and outgoing victim calls.
  - a. Victim notification calls only occur after the Customer manually enters the required data into the Customer's automated system which creates a file with the required data that is transmitted to the VINE Data Center.
  - b. Upon receipt of the required data, the notification processes as defined in the VINE proposal are performed.
  - c. After the initial start-up period, the Customer (Participating Agencies at each site) is responsible for making modifications to their automated system (Booking System) and will manage their internal resources and/or system vendor to modify or provide the required programming to provide the Service Provider with the data required.

VINE 20140114  
Agreement No. 1990266-2019



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

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

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

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

- A. Appriss will provide support materials in agreed upon quantities for all VINE services one time per contract year as part of the recurring operational fees.
  1. At the Customer's expense, support materials in excess of agreed upon quantities may be purchased from the Service Provider at our published pricing.
- B. The creation of radio and television Public Service Announcements (PSAs) is included in the service as well.
  1. Appriss will provide a tailored version of our stock television PSA at no additional charge.
  2. Radio PSAs will be produced and provided on a CD at no additional charge. The radio PSA can also be sent electronically for distribution by email or posted on websites.

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

- A. The Service Provider must receive a purchase order from the Funding Source (as defined in Exhibit A hereto) to cover the following fees as exhibited in Appendix C of DIR Contract No. DIR-TSO-3937.
- B. The Customer billing contact information and Funding Source contact information must be provided on Exhibit A (attached).
  1. Non-Recurring Startup Fees. These fees are for:
    - a. Establishing the system connection
    - b. Startup
    - c. Training
    - d. Interface development

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

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

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

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

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

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

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

Booking systems not yet supported by VINE, i.e., without an existing interface, are not considered standard maintenance and are subject to the hourly contract rate of \$100/hr for performance of additional services. Third-party costs (booking system vendors, agency IT staff, etc.) associated with any booking system changes are not covered under this agreement.

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

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

Nothing contained herein shall be construed to grant the Service Provider any ownership rights in data supplied by the Customer to the Service Provider in connection with this Agreement. Appriss will use the data in connection with the VINE Service while offenders are within the VINE Service window (which begins the moment the offender is in custody and ends within a number of days after the offender

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature Page Follows

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

APPRISS SAFETY BY:

  
\_\_\_\_\_  
Signature

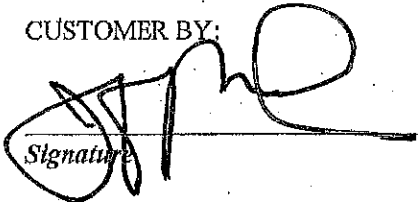
09/12/2018  
Date

Joshua P. Bruner  
Name

President  
Title

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

CUSTOMER BY:

  
\_\_\_\_\_  
Signature

9/24/18  
Date

Jeff Branick  
Name

County Judge  
Title

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

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

Customer: Jefferson County

Billing Address: 1149 Pearl St. 7th Floor

Street Address

Beaumont

City

TX

State

77701

Zip

Finance Contact: Patrick Swain

Name

County Auditor

Title

Telephone: (409) 835-8500

Fax: (409) 839-2369

E-mail: pswain@co.jefferson.tx.us

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

Billing Address: P.O. Box 12548

Street Address

Austin

City

TX

State

78711-2548

Zip

Finance Contact: Chris Gersbach

Name

Texas SAVNS Program Manager

Title

Telephone: 512-936-1653

Fax: 512-370-9827

Date funds to be received from Funding Source: Upon submittal of FY2019 OAG required documentation.

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

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

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

cheslin@apprissafety.com

VINE 20140114  
Agreement No. 1990266-2019

# **JEFFERSON COUNTY, TEXAS**

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## **ANNUAL BUDGET FISCAL YEAR 2018-2019**

**JEFF BRANICK**  
COUNTY JUDGE

**EDDIE ARNOLD**  
COMMISSIONER, PCT. 1

**BRENT WEAVER**  
COMMISSIONER, PCT. 2

**MICHAEL "SHANE"  
SINEGAL**  
COMMISSIONER, PCT. 3

**EVERETTE "BO" ALFRED**  
COMMISSIONER, PCT. 4

**PATRICK SWAIN**  
COUNTY AUDITOR

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# JEFFERSON COUNTY, TEXAS

## ANNUAL BUDGET

This budget will raise more revenue from property taxes than last year's budget by an amount of \$151,250, which is a .18% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$2,130,973.80.

The members of the governing body voted on the budget as follows:

**FOR:** Jeff Branick, Eddie Arnold, Brent Weaver, Michael "Shane" Sinegal, and Everette "Bo" Alfred

**AGAINST:** none

**PRESENT** and not voting: none

**ABSENT:** none



### Property Tax Rate Comparison

	2018-2019	2017-2018
Property Tax Rate:	\$0.364977/100	\$0.364977/100
Effective Tax Rate:	\$0.371894/100	\$0.364977/100
Effective Maintenance & Operations Tax Rate:	\$0.363079/100	\$0.340556/100
Rollback Tax Rate:	\$0.420779/100	\$0.395801/100
Debt Rate:	\$0.018928/100	\$0.019681/100

Total debt obligation for Jefferson County secured by property taxes is \$27,740,000.

## FISCAL YEAR 2018-2019



# HISTORY OF JEFFERSON COUNTY, TEXAS

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**Jefferson County Courthouse**

Jefferson County is a 937 square mile County situated in the Coastal Plain or Gulf Prairie region of extreme southeastern Texas. The County is comprised of mainly grassy plains, though it has a dense forest belt, marshy saltgrass terrain, and coastal prairie within its boundaries. The area is low and flat with altitudes rising from sea level to approximately 50 feet above. The County has a subtropical humid climate with a mean annual temperature of 69 degrees and averages fifty-three inches of annual rainfall. The average growing season is 225 days a year. Several incorporated towns make up the County including: Beaumont, Bevil Oaks, China, Groves, Nederland, Nome, Port Arthur, Port Neches, and Taylor Landing.

Jefferson County was formed in 1836 and organized in 1837. It was one of the original counties in the Republic of Texas. The first County seat was Jefferson (named after Thomas Jefferson) on the east bank of Cow bayou and was replaced by Beaumont in 1838. The first Jefferson County courthouse was built in 1854 and later became a Confederate hospital during the Civil War. The second courthouse was a 3-story building, built in 1893. It was the County's seat of justice until demolished to make room for the current building. The courthouse as it stands today was built in 1931 for \$1,000,000. Since the building of the original courthouse in 1931, there have been

several extensions. The "New Courthouse" was built in the 1980's, and is attached to the original structure. The County also has a sub-courthouse located in Port Arthur. Other County Buildings and Annexes that house the operations and offices of the government are located at optimal points within the County.

The area that is Jefferson County has been claimed by several different nations. The first inhabitants were the Atakapa Indians, which settled in the Lower Neches and Sabine rivers. The French and Spanish disputed ownership of the area during the eighteenth century, and when the United States acquired Louisiana, the area was under Spanish control as part of the Atascosito District. Anglo settlement began in the area around 1821 with encouragement by the Mexican government. With the formation of the Texas Republic in 1836, residents of the newly formed County sought to increase settlement.

Jefferson County was changed drastically by the discovery of oil at Spindletop in 1901. Almost overnight, the area became a booming economic base for oil exploration and refining. Jefferson County's economy to this day is still rooted in the oil industry. Currently the economy of the County is based primarily on petroleum refining; the production and processing of petrochemicals and other chemicals; the fabrication of steel and steel products; shipping activity; the manufacture of wood, pulp, food and feed products; agriculture; and health care services. The County continues to diversify its economic base.

Jefferson County is the location of one of the fastest-growing industrial areas of Texas. The County endeavors to offer its citizens everything they seek in the way of employment, entertainment, cultural activities, and educational facilities. Jefferson County not only seeks to increase economic development in the area, but also seeks to provide its residents with an enriching community life.

#### SOURCES:

"JEFFERSON COUNTY." The Handbook of Texas Online.

<<http://www.tsha.utexas.edu/handbook/online/articles/view/JJ/hcj5.html>> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

"A History of Jefferson County, Texas From Wilderness To Reconstruction." W. T. Block, A Master of Arts Thesis at Lamar University. =<<http://block.dynip.com/wtblockjr/History%20of%20Jefferson%20County/Introduction.htm>> [Accessed Thu Sep 7 8:52:03 US/Central 2000].



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## **BUDGET SUMMARY**

**PATRICK SWAIN**  
COUNTY AUDITOR  
(409) 835-8500



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

September 24, 2018

Honorable Commissioners' Court:

Jeff Branick, County Judge

Eddie Arnold, Commissioner, Precinct No. 1

Brent Weaver, Commissioner, Precinct No. 2

Michael "Shane" Sinegal, Commissioner, Precinct No. 3

Everette "Bo" Alfred, Commissioner, Precinct No. 4

The Commissioners' Court of Jefferson County, Texas was committed to adopting a budget for the year 2018-2019 which would not require an increase in the County's overall property tax rate. We are proud to present a budget for the general fund that has increased by 3.7% from the 2017-2018 adjusted budget, and moreover maintains the same property tax rate. Therefore, in compliance with Section 111.033, Local Government Code, budget recommendations for fiscal year 2018-2019 are submitted for your consideration and approval.

This budget is prepared on the basis of \$24,317,956,927 of net taxable value, after exemptions, which is a slight decrease of just .2% over the previous year's net taxable value. The County's tax rate is \$.364977 per \$100 of assessed value, 1.9% below the calculated effective tax rate. Net tax collections are estimated at 99% of the total levy.

The County's \$.364977 tax rate is allocated as follows:

General Fund	.346049
Debt Service	.018928

The fiscal year 2018-2019 budget provides for planned expenditures, net of contingency appropriations, for all operating funds totaling \$144,241,661. Contingencies in the amount of \$675,000 in the General Fund have also been appropriated. Such contingent appropriations are under the control of the Commissioners' Court and shall be distributed by that Court.

The Capital Projects for fiscal year 2018-2019, adopted independently of the operating budget, provides for planned expenditures of \$1,332,031.

Annual budgets are adopted for all funds except for enterprise funds, internal service funds, capital project funds, and certain special revenue funds where funds are designated for a specific purpose as identified in the grant award document, which adopts grant year or project length financial plans.

It is my opinion that the provisions of revenues and expenditures in this budget are adequate and that funds will be on hand to pay the obligations as set forth. All funds are expected to have sufficient resources to operate within the budgets as proposed. It is intended that each County department will operate within its total budget allocation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', with a long horizontal flourish extending to the right.

Patrick Swain  
County Auditor



# **BUDGET INITIATIVES, MAJOR GOALS AND ISSUES**

The 2018-2019 budget year was a great challenge for the Commissioners' Court of Jefferson County. Commissioners' Court developed the current General Fund budget of \$131,744,288. Also, Commissioners' Court was able to maintain the same property tax rate of .364977 cents per \$100 of taxable valuation. This property tax rate will enable Jefferson County to continue to provide services to its citizens and promote an atmosphere conducive to economic development within the County.

Budget initiatives for the current operating year include:

Maintain the property tax rate which is 1.9% below the effective tax rate. Each penny of the tax rate equals approximately \$2.4 million in tax revenues.

Provide a 3% salary increase for all employees. The increase in cost is approximately \$2.2 million including fringe benefits.

Commissioners' Court will utilize previously transferred funds to complete outstanding capital projects.

Maintain capital expenditures for durable goods to replace needed equipment to necessary levels.

On an on-going basis, County officials review and identify key issues facing the County and determine goals and objectives for the current operating year and the future. For the present and future years, the following represent the Commissioners' Court's list of major goals and issues:

- \* Economic Development
- \* Transportation Infrastructure
- \* Coastal Protection
- \* Organizational Development & Improvement

Economic Development - *Enhance the economic development climate in the County for future growth by focusing on workforce training and education, by exploiting our industrial and transportation infrastructure to attract and retain business and industry, and utilizing existing legislation to incentivize the attraction of businesses that bring diversification to the economic base.*

*Local Industry* – Several large projects are in construction, permitting, and development for the area and the County continues to work with other taxing entities to create a business environment conducive to this growth. These include such notables as Lucite,

Air Products, Vitol, Golden Pass Products, OCI, Exxon Mobil, Phillips 66, Sempra Energy, Coastal Caverns, and Energy Transfer Partners.

Petrochemical expansions at the Motiva, Total, and Valero facilities located in Jefferson County represent approximately \$15 billion in project improvements. In addition, hundreds of millions of dollars are being spent on terminal and pipeline facilities to support these projects. We await federal approval of the construction of the Trans-Canada Keystone XL pipeline which will deliver Canadian tar sands crude to Jefferson County and help in relieving our dependence on oil from more politically volatile regions. In addition, recent rail terminal facility expansions and new construction has significantly increased the transportation of Canadian tar sands oil and bitumen to our area for processing by area refineries.

Cheniere, one of two companies with Liquefied Natural Gas Terminals on the border of the Texas/Louisiana Coast, is in the middle of construction of a \$10 billion liquefaction facility. Golden Pass LNG opened their terminal in mid 2011. With their opening, our ship channel is now home to over 50% of the nation's LNG capacity. Golden Pass LNG has filed with federal authorities for permits allowing it to build a \$10 billion gas liquefaction facility in Jefferson County, which approval was granted April 2017. Golden Pass LNG expects to make a final investment decision by the 4th quarter of 2018. Sempra Energy has also begun permitting for a multi-billion-dollar liquefaction facility to be built on 3,000 acres of land they currently own in Jefferson County.

The County continues to work with industry leaders, the Texas Workforce Commission, Lamar Institute of Technology, Lamar University and non-profit groups to supply a workforce able to handle the growing labor needs of the County. This is critical given the interest of the international community in locating facilities in our county.

*Hotel/Motel Tax* – The County collects a 2% hotel occupancy tax from Jefferson County hotels. This tax has generated enables the County to enhance tourism in the area by funding a variety of events and projects. The County funds the operational cost of the Ben J. Rogers Regional Visitors' Center with revenue from the Hotel/Motel Tax.

*Airport Development* – The County, area Chambers of Commerce, and other business leaders were successful in working with American Airlines to secure direct flights to the Dallas area to enhance the Airport's operations and link Jefferson County to worldwide destinations. Airport facility renovations are continual as part of the Airport's master plan approved and funded by the FAA. The County has entered into several land lease contracts for economic development of the frontage road property in front of the Airport.

Transportation Infrastructure – *Provide adequate funding for County infrastructure.*

*Sabine-Neches Waterway* - The County has participated in a study by the U.S. Army Corps of Engineers into the feasibility of deepening the Sabine-Neches waterway. This will allow ports in Southeast Texas, the fourth largest in the nation, to accommodate newer deep draft vessels and thus remain competitive with other ports on the Gulf Coast. Recently, the U.S. Army Corps of Engineers issued their “Chief’s Report” which paves the way for federal funding of this project. The U S House and Senate recently passed legislation which was signed by the President authorizing the construction of the waterway improvements at a cost in excess of \$1 billion. Congressional appropriations have been approved for engineering and design of the project and construction dollars are expected in February 2019.

Coastal Protection – *Provide protection of the County’s natural resources.*

*Protection measures* – Hurricane Ike destroyed the beach dune system along the 20 miles of Jefferson County coastline. As a result, the 138,000 acres of marsh in Jefferson County are being continually assaulted by normal saltwater tidal changes which will destroy the marshes’ regenerative growth. This marsh area is critical economically, environmentally, and recreationally, and acts as a significant buffer against hurricane related tidal surges. Jefferson County has partnered with the U.S. Fish & Wildlife service, the Texas General Land office, Texas Commission on Environmental Quality, and Texas Parks & Wildlife department to address dune restoration issues. Jefferson County is currently working with State and Federal officials to leverage BP Oil Spill funding for coastal restoration projects. Thus far state and federal resources in excess of \$70 million are currently being employed to address the issue and both state and federal officials are committed to further funding.

Organizational Development & Improvement - *Improve services to our citizens through development of employees within the County.*

*Services* – The County also intends to continue examining our business processes and use of technology to insure that citizen’s needs are addressed in the most efficient and cost-effective manner possible.

*Strategic Planning and Performance Measures* – The County has created a strategic planning committee for enhanced long term budget planning including long range capital projects planning and help to a model of performance measures to assist with the budget process. They have developed a vision statement and mission statement.

*Vision Statement:*

*Jefferson County is proudly committed to ethically delivering efficient, responsive services which enhance the quality of life for all of our citizens.*

*Mission Statement:*

*Jefferson County Elected Officials and Employees will carry out our duties while respecting citizens and business entities by maintaining fiscal responsibility, demonstrating accountability, and allocating resources in a fair and equitable manner.*



# BUDGET HIGHLIGHTS

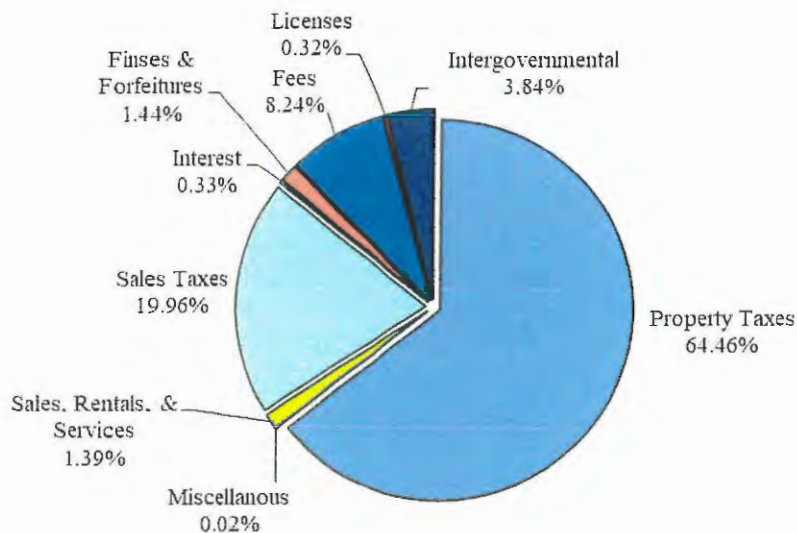
## REVENUES

Jefferson County's budgeted revenues for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other sources):

### Revenues by Source - All Funds Summary

	Approved 2017-2018	Approved 2018-2019	Percentage Change
Property Taxes	\$ 80,620,917	\$ 84,107,182	4.32%
Sales Taxes	25,200,000	26,050,000	3.37%
Fees	10,641,528	10,745,870	0.98%
Licenses	426,700	420,850	-1.37%
Sales, Rentals, & Services	1,793,300	1,820,150	1.50%
Intergovernmental	4,737,425	5,002,929	5.60%
Fines & Forfeitures	1,750,000	1,875,000	7.14%
Interest	208,884	429,064	105.41%
Miscellaneous	24,000	27,000	12.50%
Contributions	4,075	4,075	0.00%

### Revenues by Source - All Funds Summary Fiscal Year 2018-2019



Property taxes are expected to increase by about \$3.5 million for 2018-2019. This increase is mainly due to a change in the amount of rebate needed to pay for 381 tax abatement agreements. Industrial values continue to decline in association with the uniform and equal provision of the Texas Constitution. The County is hopeful that legislation will be passed to help bridge the gap between market values and appraised values for these commercial and industrial properties. Net taxable values have declined by about 4% over the past five years as a result. This amount is based on a net taxable value of \$24,317,956,927 and an adopted tax rate of .364977¢. The County is anticipating a 99% collection rate for this budget year.

Sales taxes collections are budgeted at \$25,200,000. The County collects ½ cent on all taxable sales within the County. The ½ cent sales tax was adopted in 1989. Also, the County collects sales tax on alcoholic beverages. The County collects a 2% hotel occupancy tax from area hotels. This tax is used to fund the Ben J. Rogers Regional Visitors' Center as well as tourism grants.

Taxes typically make up about 84% of all revenues for the County. Please refer to page 24 for a ten-year historical account of Tax Revenues by Source.

Fees represent the third largest source of revenue for the County. Fees are anticipated to increase slightly. Fees include all departmental fees. Fees depend on the provisions of state law, and are usually mandatory, but occasionally are optional with the approval of Commissioners' Court. Revenues from this source depend on collections by departments, the actions of courts, incidence of offenses, and various other external factors. The County uses historical trends of actual revenue collections to estimate for the current year with making adjustments for any changes in the fee schedules.

Road and Bridge Fees are generated from a \$10 annual assessment at the time of license tag renewal. The Road and Bridge precincts utilize these funds for road construction and maintenance of roads as stipulated by the Texas statutes.

Auto registration fees represent the County's portion of the annual renewal fees for State auto registration. Based upon Chapter 152 of the State Tax Code this fee provides funding for construction, maintenance, bridge construction, purchases of right-of-way, and for relocation of utilities.

Other revenues are made up of licenses, sales, intergovernmental revenue, fines and forfeitures, interest, and other miscellaneous items. The County uses historical trends of actual revenue collections to estimate for the current year with making adjustments for any changes in circumstances or rates such as interest rates.

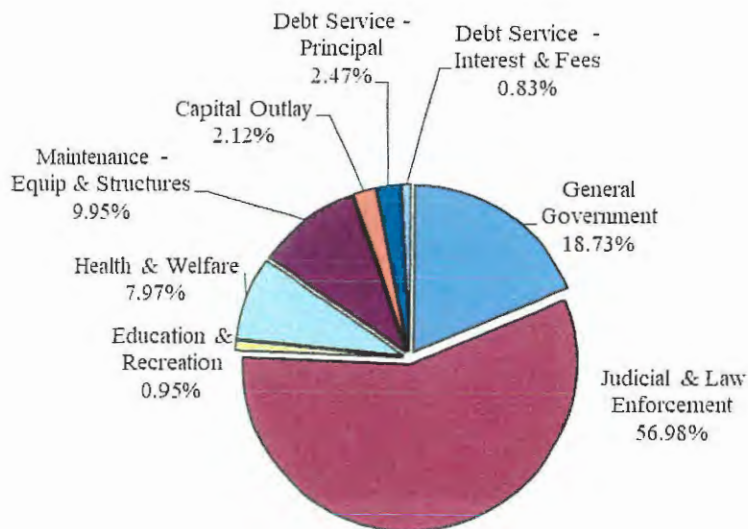
## EXPENDITURES

Jefferson County's budgeted expenditures for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other uses):

### Expenditures - All Funds Summary by Function

	Approved 2017-2018	Approved 2018-2019	Percentage Change
General Government	\$24,947,210	\$26,131,992	4.75%
Judicial & Law Enforcement	76,204,875	79,519,236	4.35%
Education & Recreation	1,301,412	1,326,844	1.95%
Health & Welfare	10,923,158	11,123,103	1.83%
Maintenance - Equipment & Structures	13,302,956	13,888,666	4.40%
Capital Outlay	2,313,128	2,952,164	27.63%
Debt Service - Principal	3,640,000	3,450,000	-5.22%
Debt Service - Interest and Commission	1,264,258	1,158,000	-8.40%
Debt Service - Transaction Fees	5,000	4,000	-20.00%

Expenditures - All Funds Summary  
Budgeted for Fiscal Year 2018-2019



General Fund expenditures make up 90.91% of total budgeted expenditures, while Debt Service make up 3.18% and Special Revenue funds make up 5.91% percent. The majority of the increase from the 2017-2018 approved budget year to 2018-2019 is related to the General Fund and will be discussed below. Special Revenue funds have an increase of about \$1.3 million with the most of the increase occurring for capital purchases in various funds for improvements and replacing needed equipment. Other increases for Special Revenue include one new position was added in the County Clerk Records Archive fund, 3% salary increase for all employees, increase in the employees' retirement rate as set by TCDRS, and a 5% increase in employees' health insurance.

## **GENERAL FUND**

The General Fund is used to account for the general governmental operations of the County. Included in these activities are budgets for the general government, judicial and law enforcement, education and recreation, health and welfare, maintenance of buildings and structures, capital outlay, and special purpose funding. Expenditures for fiscal year 2018-2019 including "transfers out" and contingency appropriation are approved at \$131,744,288. Revenues including "transfers in" are estimated at \$119,007,589.

Property Taxes represent 67% of the revenues generated by the General Fund. In 2018-2019 the budgeted property taxes for the General Fund is expected to increase by \$3.9 million from the prior year's budget. This increase is due in large part due to reduction in required debt service payment and a reduction in the amount of rebate needed to pay for 381 tax abatement agreements. Budgeted property tax revenue for 2018-2019 is \$79,665,588 for the General Fund.

Budgeted sales tax revenue for 2018-2019 is \$24,650,000 which represents 21% of the revenues generated by the General Fund. Revenue from Sales taxes have seen an influx due to recovery effort from Tropical Storm Harvey. The County anticipates revenue from Sales taxes to slow down as businesses and residents finish repairs during the 2018-2019 budget year.

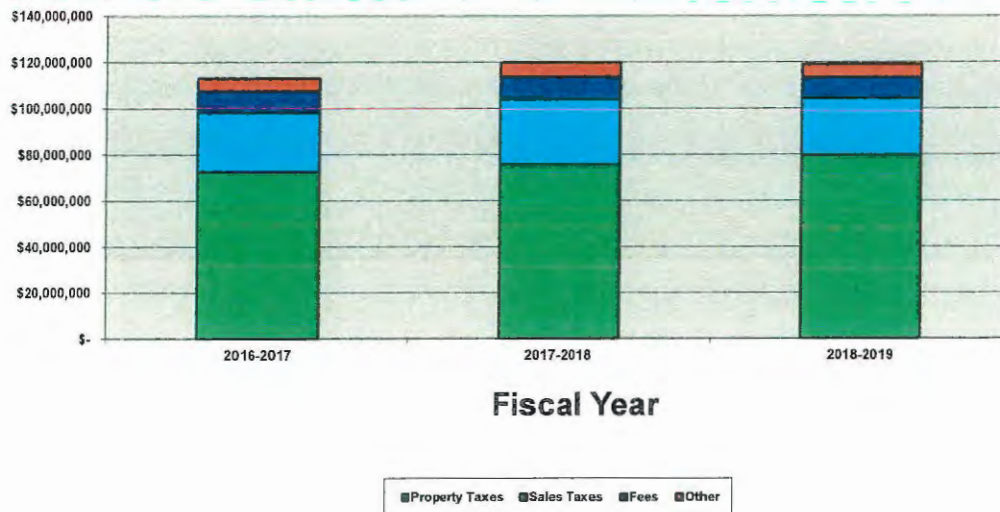
Fees collected by the County account for 8% of the General Fund revenues. Estimated revenues for fees are budgeted at \$9,052,715. Fees are expected to remain relatively flat with the prior year's budget.

Other revenue sources include intergovernmental revenue, contractual payments on the housing of inmates for area cities, and interest revenue. Other revenue sources accounts for 4% of the budgeted General Fund revenues. Estimated revenues for other revenue sources are budgeted at \$5,639,286. Other revenue sources are expected to increase about 10% with the prior year's budget. A large portion of the increase is due to a rise in rates for revenue from interest.



The following graph shows the relationship of the major revenue sources for fiscal year 2016-2017 through 2018-2019:

### General Fund (Revenues)



Expenditures budgeted for the 2018-2019 fiscal year total \$131,744,288 including contingency appropriation and “transfers out”.

### General Fund Expenditures by Category

	Percentage of Budget	Approved 2017-2018	Approved 2018-2019	Percentage Change
Personnel Services	69.00%	\$ 87,491,757	\$ 90,904,904	3.90%
Operating Expenditures	26.13%	32,893,261	34,418,681	4.64%
Capital Outlay	0.86%	1,397,061	1,133,047	-18.90%
Special Purpose Funding	4.01%	5,251,247	5,287,656	0.69%

Personnel services include salaries, wages, and fringe benefits of Jefferson County employees. The increase is due to 3% salary increase for all employees, increase in the employees’ retirement rate as set by TCDRS, and a 5% increase in employees’ health insurance.

Operating expenditures include all materials and supplies, maintenance and utilities, and miscellaneous services. Departments were diligent in maintaining their budgets as closely to current levels as possible to be able. The increase is in large part associated with retirees’ health insurance cost that continues to climb and an increase in the jail medical contractual payments.



Capital outlay, which includes all capital equipment purchases over \$5,000 made by the County, decreased by \$264,014. The County will be replacing or purchasing necessary equipment including equipment purchases in the Road & Bridge departments, and other offices as needed. Other capital outlay needs, will be purchased with other funding including grants, where available.

Special Purpose Funding is used to account for expenditures that are non-operational in nature or do not specifically belong to a department. It consists of contingency appropriations and “transfers out”. This budget year the following transfers are budgeted: Ford Park - \$1,799,109, Jack Brooks Regional Airport - \$1,633,704, and County match for Grant funds - \$1,179,843. Contingency appropriations are budgeted at \$675,000.

In 2018-2019, the County will anticipate utilizing \$12,736,699 of the General Fund reserves to balance the operating requirements of the County. The County’s ending available fund balance will be 23.5% of budgeted expenditures which complies with the County’s fund balance policy. The amount that the County will utilize of the General Fund reserves will be used to fund capital outlay and special purpose funding.

#### **General Fund Expenditures by Function**

	Percentage of Budget	Approved 2017-2018	Approved 2018-2019	Percentage Change
General Government	20.44%	\$24,458,101	\$25,617,941	4.74%
Judicial & Law Enforcement	59.28%	71,316,265	74,287,317	4.17%
Education & Recreation	0.35%	422,538	432,558	2.37%
Health & Welfare	8.88%	10,923,158	11,123,103	1.83%
Maintenance - Equipment & Structures	11.06%	13,264,956	13,862,666	4.51%

General Government increase is mainly due to 3% salary increase to all employees, increase in employees’ retirement rate, and an increase in employees’ and retirees’ health insurance rates. General Government is made up of the administrative functions of the County including the Tax Office, Auditor’s Office, County Clerk, County Treasurer, Purchasing, MIS, and others.

Judicial and Law Enforcement increases are in large part due to 3% salary increase to all employees, increase in employees’ retirement rate, and an increase in employees’ health insurance rates.

The Education and Recreation Division increase is due 3% salary increase to all employees, increase in employees’ retirement rate, and an increase in employees’ health

insurance rates. The only department for this division is the Agriculture Extension Service which offers the citizens of Jefferson County access to a wealth of knowledge and experience on agricultural topics.

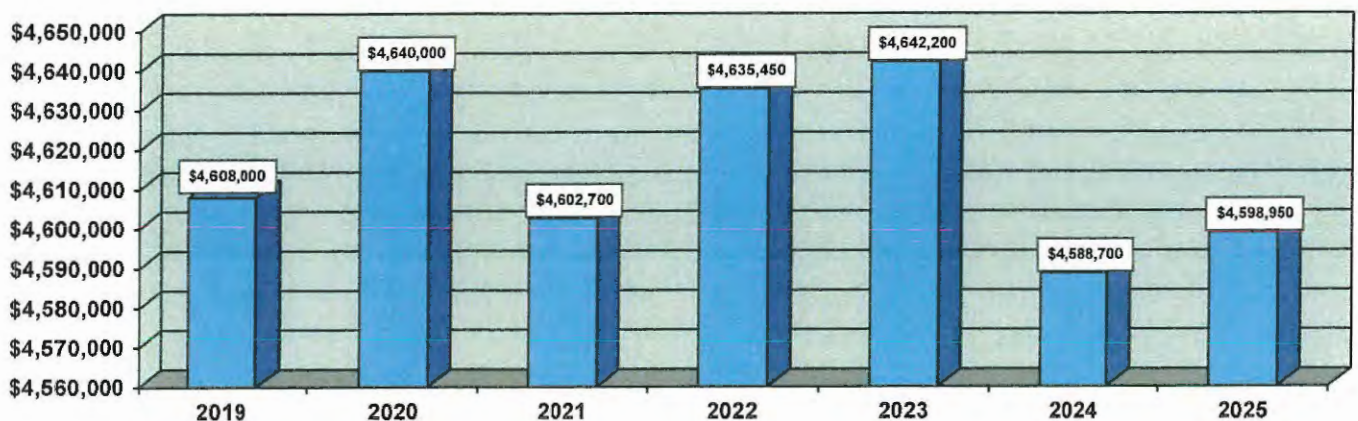
Health & Welfare increase is due 3% salary increase to all employees, increase in employees' retirement rate, and an increase in employees' health insurance rates. This division provides health care for the indigent citizens of the County, support of the child protective services of the State of Texas, mosquito control practices throughout the County, emergency management, and environmental control functions for the County.

Maintenance – Equipment & Structures increase is due to a 3% salary increase to all employees, increase in employees' retirement rate, and an increase in employees' health insurance rates. This division is responsible for the maintenance and operation of all County facilities and roadways.

### DEBT SERVICE FUND

The Debt Service Fund is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements for the County's debt. This income is primarily earned through the allocation of property taxes to the fund.

#### Debt Service Requirements Next 10 Years



At October 1, 2018, the County has debt issues outstanding of \$27,740,000. Revenues are budgeted at \$4,451,594 for 2018-2019, of which 99.8% comes from the allocation of property taxes. The remaining portion of funding to debt service is interest. Expenditures of \$4,612,000 are budgeted to meet the current debt service requirements. The County does not have any plans to issue additional debt for 2018-2019 fiscal year.

## **SPECIAL REVENUE FUNDS**

Special revenue funds are used to account for revenues allocated for restricted purposes as specified by statute. The County's funds are comprised of revenues generated from road fees, confiscated goods, security fees, contributions, and other sources. Revenues for 2018-2019 are budgeted at \$7,679,448 and expenditures are budgeted at \$8,560,373. Some items that will benefit the County are: the continued maintenance and operation of the County Clerk's imaging system, imaging systems in the District Clerk's and in the District Attorney's office. Additionally, continued maintenance and operation of the Texas Supreme Court e-file mandate in all courts. These systems will reduce the paperwork and create efficient ways to review the documents these offices manage. The County Clerk will also be working on a preservation project for records prior to 1990. The Marine Division is classified as a Special Revenue Fund since it is fully funded by the Sabine Neches Navigation District. The Marine Division provides law enforcement presence on the navigable waterways, terminals, and ship channels of the County. The ASAP program is also classified as a Special Revenue Fund since it is fully funded by Port Arthur Independent School District to provide law enforcement personnel to help the school district with truancy issues. Also, Courthouse security will continue to be a high priority. Finally, the Ben J. Rogers Regional Visitors' Center is fully functioning and the Hotel Occupancy Tax Fund will continue to fund the operations and improvements to Ford Park.

## **CAPITAL PROJECTS**

The County maintains an ongoing capital improvement program. General government capital improvements have been funded by a combination of bond proceeds, general fund transfers, and state grants. The main focus of the County's capital improvement program is related to Environmental Infrastructure, Voting System Enhancements, Equipment Upgrades and Asset Protection.

Expenditures of \$1,332,031 are estimated for projects in the 2018-2019 fiscal year. All of the funding for these expenditures has already been transferred to the Capital Project funds and will not require additional funding during the 2018-2019 fiscal year. As other projects are identified, the County could use available fund balance above the minimum fund balance policy to budget transfers in futures years in order to minimize debt issuances. The current expenditures will impact the County on several levels including:

*Environmental Infrastructure* – The County has been working towards a resolution to re-open Highway 87 from Sea Rim Park to High Island. This twenty-five-mile stretch of Highway runs along the Gulf of Mexico and has been closed since the late 1980's. As part of this long term project, the County has funded various environmental studies regarding shoreline erosion, sand source feasibility, and wetlands mitigation. The County is estimating to spend \$217,523 in 2018-2019 to fund these studies. The County will

need Federal or State funding for this project as the total cost to relocate and rebuild this stretch of highway would not be economically feasible for the County.

*Voting System Enhancements* – Jefferson County will invest approximately \$370,330 to pay the fourth annual installment for the County electronic voting system. This expenditure keeps the County with the latest technology upgrades available.

*Equipment Upgrades and Asset Protection* – The County has allocated \$614,950 in 2018-2019 to fund equipment upgrades for the Jefferson County Regional Crime Lab, the County's energy systems, and the County fueling system. The County has allocated funding to waterproof the exterior of the downtown courthouse. These enhancements are expected to provide the County with the latest technology for operations and protect the exterior of the Courthouse.



# ACKNOWLEDGMENTS

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**Acknowledgments** The dedicated service and hard work of the entire staff of the Auditor's Office achieved the preparation of the 2018-2019 Annual Operating Budget. Sincere appreciation to the elected and appointed officials for their cooperation in completing this budget in a timely manner is also warranted. Commissioners' Court is also commended for exercising fiscal responsibility in their deliberations in setting the expenditures for the proposed fiscal year.

# BUDGET POLICY & 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.

## *Guidelines*

- ⌘ 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 Auditors' Office will review all departmental budgets to identify possible increases or reductions, and will analyze all budget requests in detail.

## *Interim Financial Reporting*

- ⌘ Commissioners Court and all Departments will be provided with monthly budget reports comparing actual versus budgeted revenue and expense activity.

## *Balanced Budget*

- ⌘ The budget will be structurally balanced; total expenditures do not exceed total resources, or total estimated revenues plus reserves. The County will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing expenditures or accruing future year's revenues.

### *Capital Improvement Policies*

- ⌘ The budget will provide for adequate maintenance of capital, infrastructure, 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 establish an appropriate mix of general fund transfers, state grant funds, and general obligation debt in the funding of capital projects.

### *Debt Management Policies*

- ⌘ The County will confine long-term debt to capital improvements or projects that cannot be financed from current revenues.
- ⌘ The County will not use long-term debt for current operations.
- ⌘ The County will strive to have the final maturity of general obligation bonds at, or below thirty years, and within a period not to exceed the estimated useful life of the project.

### *Fund Balance Policies*

- ⌘ The County will strive to maintain an unreserved, available fund balance of approximately 15% of budgeted expenditures for the General Fund. Fund balance for Debt Service funds will be maintained according to debt covenants, usually 1/12<sup>th</sup> of the next year’s debt principle payment requirements. Fund balance for Special Revenue funds will be maintained to ensure a positive fund balance for the individual funds.
- ⌘ It is the intent of the County to use excess available fund balances above the 15% to help fund capital replacement and capital projects in order to reduce the need for future debt.

### *Investment Policies*

- ⌘ These Investment Policies apply to the investment of short-term operating funds of the County in excess of those funds required to meet current expenditures. Topics included in the investment policy are quite detailed and include information of Strategy, Scope, Objectives and Priorities, Responsibility and Control, Reporting, Institutions, Instruments, Procedures, Collateral and Safekeeping, and Policy Review and Amendments. The

complete policy can be reviewed in the separate Investment Policy Manual maintained by the Treasurer's office.

### *Capital Asset Procedures*

- ⌘ Capital assets include buildings, roads, bridges, equipment, computers, furniture, and vehicles. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year. Once purchased, all capital assets are maintained in the physical inventory until disposed.

The County follows the procedures below in establishing the budget.

- ⌘ Jefferson County's fiscal year begins on October 1<sup>st</sup> each year and ends on September 30<sup>th</sup>. 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 September, 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 department. To comply with expenditure limitations, when one department's total appropriation is increased, another department'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.
- ⌘ 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 (loss) is necessary and/or useful to sound financial management.
- ⌘ Annual budgets are legally adopted for the General Fund and Debt Service Fund. Budgets for Special Revenue Funds are established pursuant to statute guidelines, and budgets for Capital Projects are established on a project basis. Enterprise funds have submitted estimated net loss. The amount of the annual subsidy needed for the Enterprise funds are budgeted in the General Fund as a transfer.
- ⌘ 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 the 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.
- ⌘ 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). The CAFR and the budget are prepared on a basis consistent with GAAP using the modified accrual basis.
- ⌘ The budget document does not include Enterprise Funds, Internal Service Funds, and Special Revenue Funds that are grants. Grants are restricted for specific purposes. Because grants are presented to Commissioners' Court throughout the year and some run on different fiscal years, the grant budgets and accountings are maintained separately from this document.

# **JEFFERSON COUNTY, TEXAS**

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## **CALENDAR FOR BUDGET PREPARATION**

Dates are approximate

**APRIL 28** – Budget preparation packets sent to all County departments by County Auditor.

**MAY 31** – Budget preparation packets are due back to the County Auditor's office.

**JUNE 1 – JULY 13** – Compile initial budget requests, and estimate of available resources.

**JULY 16 – 20** – Budget Hearings.

**AUGUST 1** – Publish notice of public hearing on annual compensation of County Auditor, Assistant Auditors, and Court Reporters. (Section 152.905 LGC)

**AUGUST 6** – Budget Workshop to discuss pending items for budget.

**AUGUST 16** – Public hearings on Auditors and Court Reporters budget with District Judges. (Section 152.905 LGC)

**AUGUST 27** – Notice of proposed property tax rate. (Section 140.010 LGC)

**SEPTEMBER 13** – Notify Elected officials of salaries and allowances. (Section 152.013 LGC)

**SEPTEMBER 14** – Notice of proposed increases in elected officials' salaries and allowances published in local newspaper. (Section 152.013 LGC)

**SEPTEMBER 14** – Publish notice for budget public hearing. (Section 111.0385 LGC)

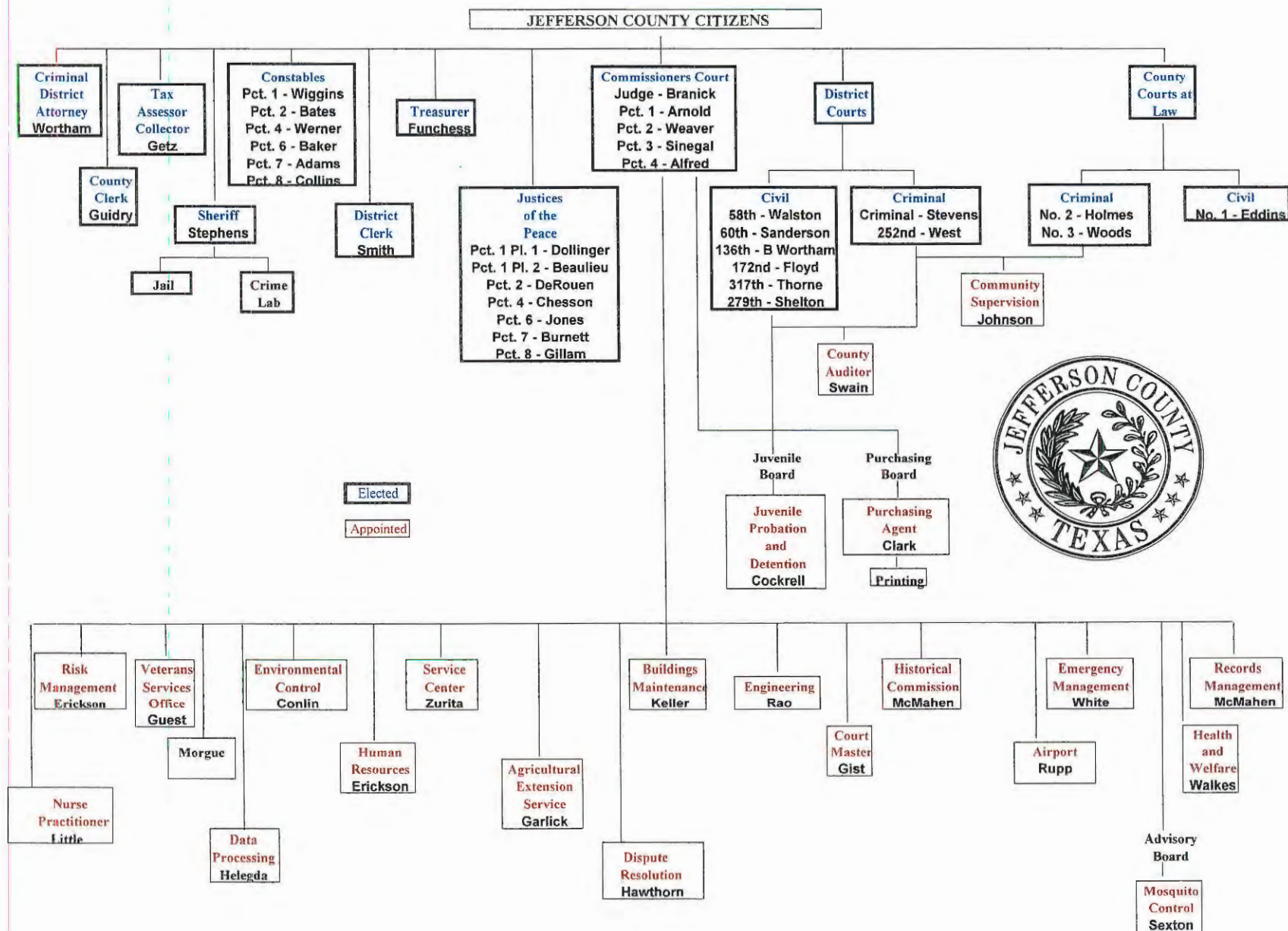
**SEPTEMBER 14** – File budget with County Clerk. (Section 111.037 LGC)

**SEPTEMBER 24** – Adopt tax rate.

**SEPTEMBER 24** – Public hearing and adopt budget. (Section 111.039 LGC)

**OCTOBER 1** – Receive & file budget.

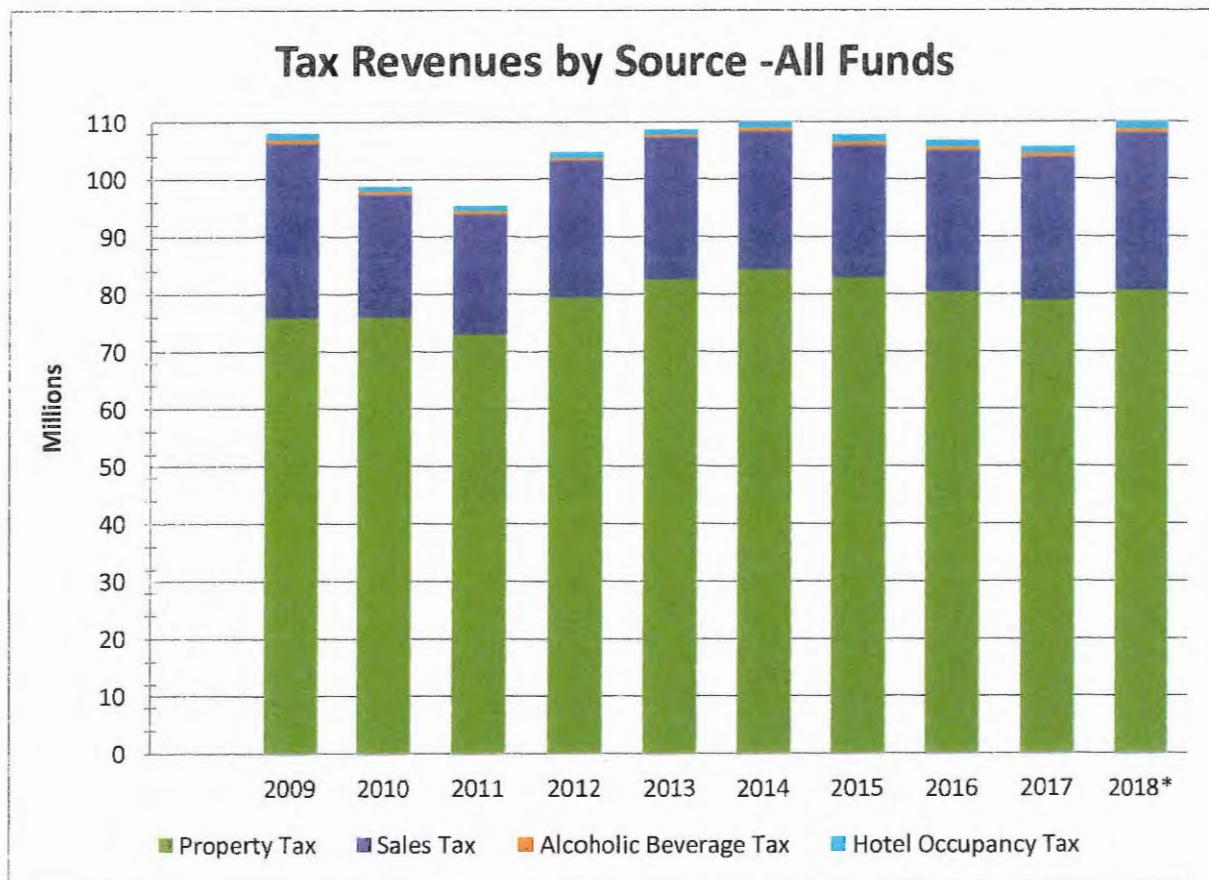
## As of September 30, 2018



**TAX REVENUES BY SOURCE - ALL FUNDS**  
**LAST TEN FISCAL YEARS**

Fiscal Year	Property Tax	Sales Tax	Alcoholic Beverage Tax	Hotel Occupancy Tax	Total
2009	\$75,912,693	\$30,410,633	\$614,474	\$1,294,063	\$108,231,863
2010	75,995,020	21,361,596	575,928	893,234	98,825,778
2011	72,959,364	20,961,453	547,605	981,619	95,450,041
2012	79,446,316	23,864,675	484,988	1,064,165	104,860,144
2013	82,593,407	24,695,194	475,162	1,015,651	108,779,414
2014	84,262,722	24,064,857	614,384	1,150,383	110,092,346
2015	82,850,758	23,047,286	656,678	1,291,716	107,846,438
2016	80,400,650	24,595,048	673,135	1,211,569	106,880,402
2017	78,856,965	24,984,470	689,240	1,187,625	105,718,300
2018*	80,541,321	27,500,000	700,000	1,550,000	110,291,321

\* Estimate for current year





**RATIO OF ANNUAL DEBT SERVICE EXPENDITURES  
FOR GENERAL BONDED DEBT TO TOTAL GENERAL  
EXPENDITURES  
LAST TEN FISCAL YEARS**

Fiscal Year	Debt Service			General Expenditures	Ratio of Debt Service To General Expenditures
	Principal	Interest	Total Debt Service		
2008	\$ 3,510,000	\$ 3,794,062	\$ 7,304,062	\$ 129,426,472	5.64%
2009	3,660,000	3,671,261	7,331,261	149,958,683	4.89%
2010	3,760,000	3,538,141	7,298,141	137,187,243	5.32%
2011	4,942,070	3,530,237	8,472,307	142,843,651	5.93%
2012	4,430,000	2,169,209	6,599,209	143,444,952	4.60%
2013	3,965,000	1,960,536	5,925,536	142,672,765	4.15%
2014	4,280,000	1,837,099	6,117,099	141,963,383	4.31%
2015	4,420,000	1,691,644	6,111,644	147,375,682	4.15%
2016	4,590,000	1,534,121	6,124,121	142,043,535	4.31%
2017	4,690,000	1,410,930	6,100,930	143,919,630	4.24%

**ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY**  
**LAST TEN TAX YEARS**

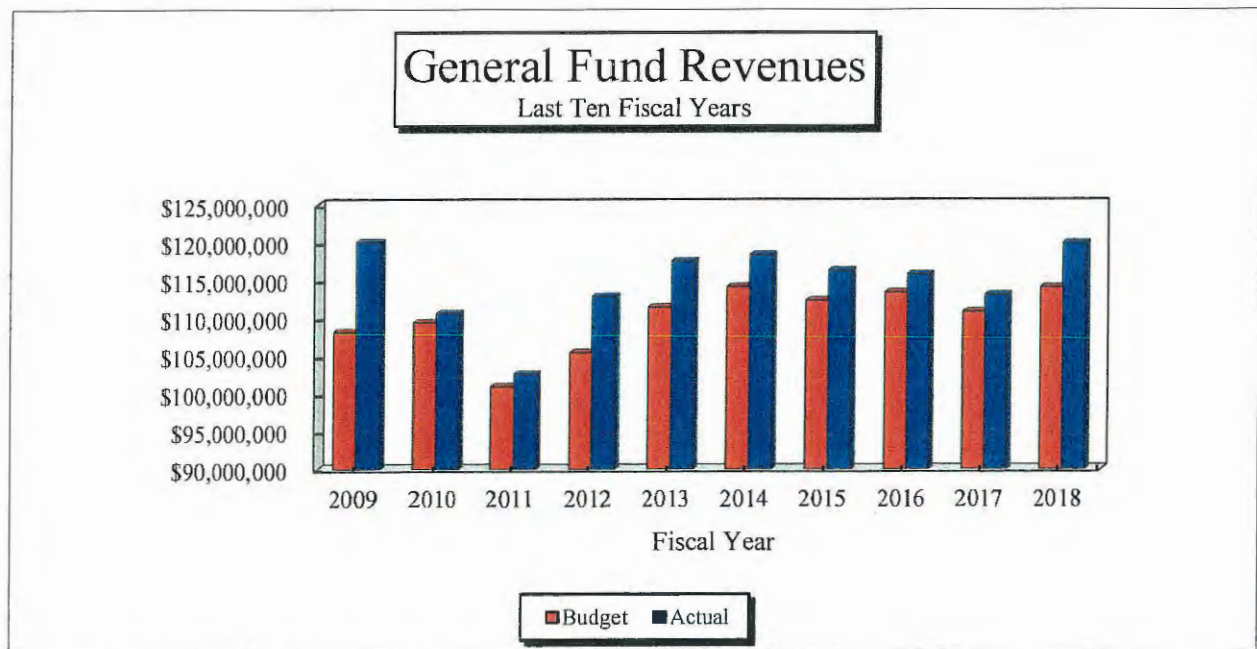
Tax Year	Assessed Value					Assessment Ratio	Estimated Actual Value
	Real Property	Less (a) Exemptions	Real Property (Net)	Personal Property	Total (b)		
2008	20,241,889,423	4,416,709,776	15,825,179,647	4,971,316,869	20,796,496,516	100%	25,213,206,292
2009	19,305,377,164	3,053,531,674	16,251,845,490	4,886,199,496	21,138,044,986	100%	24,191,576,660
2010	20,175,815,485	2,904,361,132	17,271,454,353	4,864,011,338	22,135,465,691	100%	25,039,826,823
2011	20,499,976,905	2,819,185,882	17,680,791,023	5,472,265,740	23,153,056,763	100%	25,972,242,645
2012	22,320,153,198	3,198,328,907	19,121,824,291	6,131,164,990	25,252,989,281	100%	28,451,318,188
2013	25,832,370,800	6,667,443,764	19,164,927,036	6,742,185,740	25,907,112,776	100%	32,574,556,540
2014	24,783,401,488	6,385,170,071	18,398,231,417	6,995,371,050	25,393,602,467	100%	31,778,772,538
2015	25,362,781,856	6,399,625,866	18,963,155,990	5,942,276,123	24,905,432,113	100%	31,305,057,979
2016	24,934,838,353	6,033,364,824	18,901,473,529	5,443,263,208	24,344,736,737	100%	30,378,101,561
2017	26,292,511,780	7,709,373,774	18,583,138,006	5,804,730,594	24,387,868,600	100%	32,097,242,374

- (a) Exemptions are evenly divided between regular homesteads, homestead property of person 65 years or older, veteran, abatements, charitable organizations, agriculture, and pollution control.
- (b) Net of exemptions.

# GENERAL FUND REVENUES & TRANSFERS

## LAST TEN FISCAL YEARS

Fiscal Year	Adjusted Budget	Actual
2009	\$ 108,236,908	\$ 120,044,224
2010	109,494,972	110,681,187
2011	101,016,860	102,643,405
2012	105,517,925	112,903,367
2013	111,504,653	117,560,491
2014	114,209,840	118,381,543
2015	112,399,235	116,326,116
2016	113,455,177	115,827,182
2017	110,906,958	113,123,519
2018	114,110,807	119,935,622 *



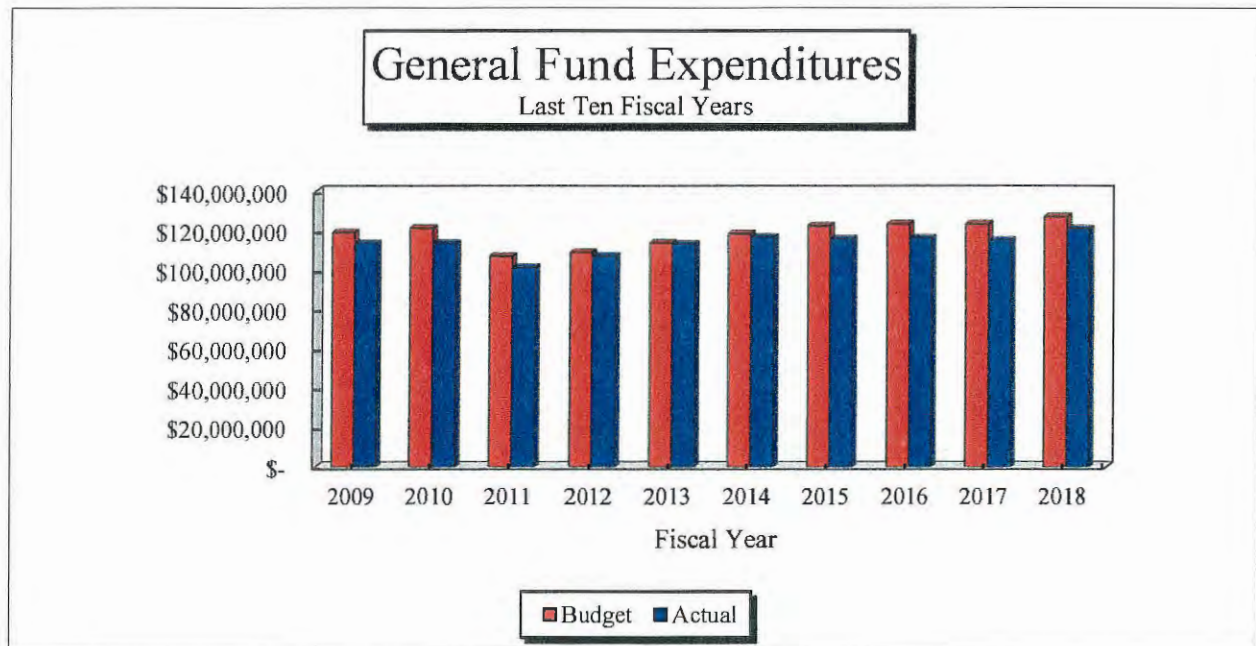
\* Estimate for current year.



# GENERAL FUND EXPENDITURES & TRANSFERS

## LAST TEN FISCAL YEARS

Fiscal Year	Adjusted Budget	Actual
2009	\$ 119,037,978	\$ 113,606,176
2010	121,214,444	113,561,474
2011	107,016,860	101,375,430
2012	109,000,000	107,067,911
2013	113,800,000	113,163,205
2014	118,522,516	116,658,252
2015	122,481,618	115,709,659
2016	123,408,154	116,198,012
2017	123,384,980	115,155,856
2018	127,033,326	120,843,671 *



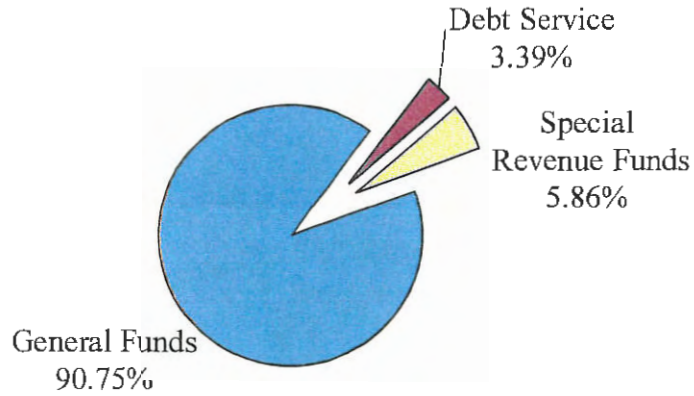
\* Estimate for current year.

**JEFFERSON COUNTY, TEXAS**  
**ALL FUNDS SUMMARY**

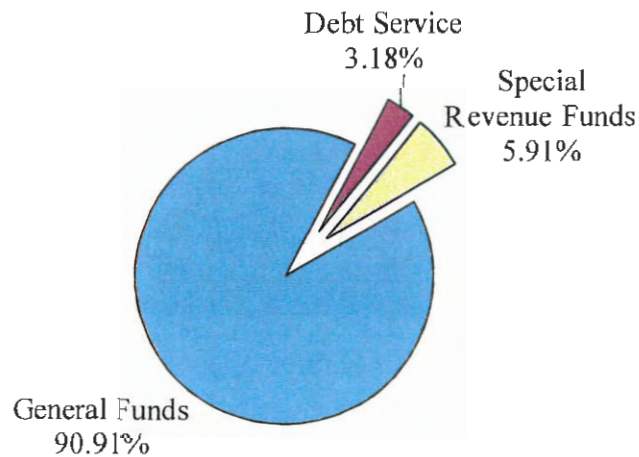
	<b>ACTUAL 2016-2017</b>	<b>ESTIMATED 2017-2018</b>	<b>APPROVED 2018-2019</b>
<b>REVENUES</b>			
Property Taxes	\$ 78,856,965	\$ 80,541,321	\$ 84,107,182
Sales Taxes	26,861,335	29,750,000	26,050,000
Fees	10,943,366	11,546,468	10,745,870
Licenses	437,175	827,918	420,850
Sales, Rentals & Services	2,125,866	1,294,029	1,820,150
Intergovernmental	4,324,829	5,066,002	5,002,929
Fines & Forfeitures	1,905,652	2,719,000	1,875,000
Interest	145,809	348,872	429,064
Miscellaneous	38,263	30,902	27,000
Contributions	240	175	4,075
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total Revenues	\$ 125,639,500	\$ 132,124,687	\$ 130,482,120
<b>OTHER SOURCES</b>			
Transfers In	671,442	574,839	656,511
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total Other Sources	\$ 671,442	\$ 574,839	\$ 656,511
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total Revenues & Other Sources	\$ 126,310,942	\$ 132,699,526	\$ 131,138,631
	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>EXPENDITURES</b>			
General Government	\$ 23,814,709	\$ 23,907,041	\$ 26,131,992
Judicial & Law Enforcement	69,021,422	72,011,391	79,519,236
Education & Recreation	1,167,276	1,182,690	1,326,844
Health & Welfare	10,224,529	10,416,308	11,123,103
Maintenance - Equipment & Structures	11,206,331	12,015,062	13,888,666
Capital Outlay	2,636,935	2,179,406	2,952,164
Debt Service -			
Principal	4,690,000	3,640,000	3,450,000
Interest and Commission	1,410,929	1,264,258	1,158,000
Transaction Fees	4,525	4,965	4,000
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total Expenditures	\$ 124,176,656	\$ 126,621,121	\$ 139,554,005
	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>OTHER USES</b>			
Transfers Out	\$ 4,055,447	\$ 5,328,388	\$ 4,687,656
Contingency Appropriation	-	-	675,000
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total Other Uses	\$ 4,055,447	\$ 5,328,388	\$ 5,362,656
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total Appropriations	\$ 128,232,103	\$ 131,949,509	\$ 144,916,661
	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>BEGINNING FUND BALANCE</b>	\$ 56,270,648	\$ 54,349,487	\$ 55,099,504
	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>ENDING FUND BALANCE</b>	\$ 54,349,487	\$ 55,099,504	\$ 41,321,474
	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>RESERVED FUND BALANCE</b>	1,578,820	1,486,245	1,325,839
	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>ENDING AVAILABLE FUND BALANCE</b>	\$ 52,770,667	\$ 53,613,259	\$ 39,995,635
	<u>                    </u>	<u>                    </u>	<u>                    </u>

JEFFERSON COUNTY, TEXAS  
ALL FUNDS SUMMARY

## FY 2019 - Revenues and Other Sources



## FY 2019 - Expenditures and Other Uses





## **GENERAL FUND**

**GENERAL FUND**  
**SUMMARY OF REVENUES AND EXPENDITURES**

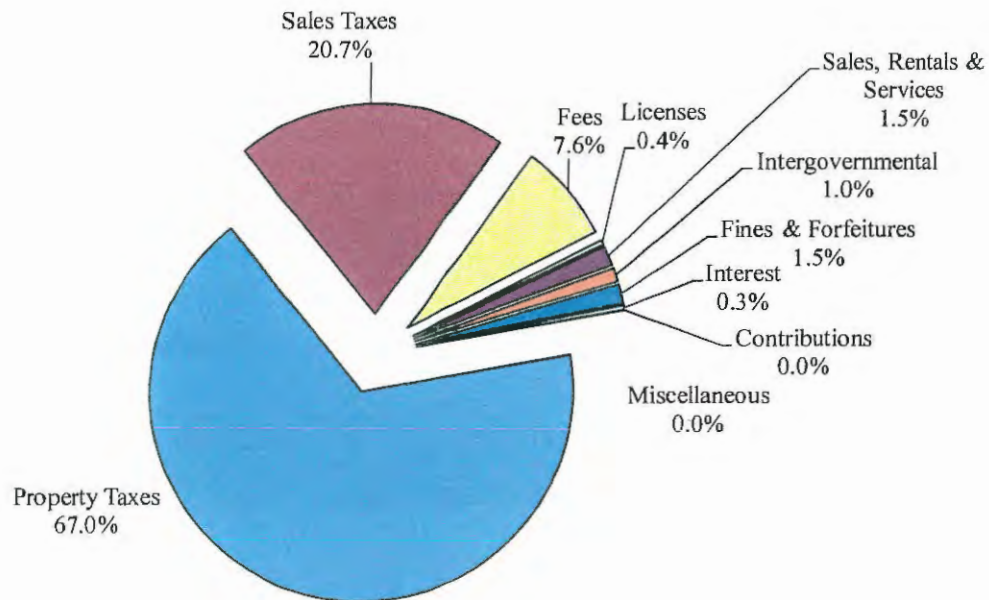
	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<b>REVENUES</b>			
Property Taxes	\$ 72,669,897	\$ 75,736,848	\$ 79,665,588
Sales Taxes	25,673,710	28,200,000	24,650,000
Fees	9,113,267	9,700,545	9,052,715
Licenses	437,175	827,918	420,850
Sales, Rentals & Services	2,084,504	1,289,029	1,820,150
Intergovernmental	1,310,928	1,970,843	1,238,611
Fines & Forfeitures	1,670,984	1,888,000	1,750,000
Interest	103,334	295,264	382,500
Miscellaneous	33,113	27,000	27,000
Contributions	<u>240</u>	<u>175</u>	<u>175</u>
Total Revenues	\$ <u>113,097,152</u>	\$ <u>119,935,622</u>	\$ <u>119,007,589</u>
<b>OTHER SOURCES</b>			
Transfers In	\$ <u>26,367</u>	\$ <u>-</u>	\$ <u>-</u>
Total Other Sources	\$ <u>26,367</u>	\$ <u>-</u>	\$ <u>-</u>
Total Revenues & Other Sources	\$ <u>113,123,519</u>	\$ <u>119,935,622</u>	\$ <u>119,007,589</u>
<b>EXPENDITURES</b>			
General Government	\$ 23,384,063	\$ 23,548,513	\$ 25,617,941
Judicial & Law Enforcement	64,831,922	67,838,605	74,287,317
Education & Recreation	354,673	340,367	432,558
Health & Welfare	10,224,529	10,416,308	11,123,103
Maintenance - Equipment & Structures	11,205,739	12,014,062	13,862,666
Capital Outlay	<u>1,324,962</u>	<u>1,609,569</u>	<u>1,133,047</u>
Total Expenditures	\$ <u>111,325,888</u>	\$ <u>115,767,424</u>	\$ <u>126,456,632</u>
<b>OTHER USES</b>			
Transfers Out	\$ 3,829,968	\$ 5,076,247	\$ 4,612,656
Contingency Appropriation	<u>-</u>	<u>-</u>	<u>675,000</u>
Total Other Uses	\$ <u>3,829,968</u>	\$ <u>5,076,247</u>	\$ <u>5,287,656</u>
Total Appropriations	\$ <u>115,155,856</u>	\$ <u>120,843,671</u>	\$ <u>131,744,288</u>
<b>BEGINNING FUND BALANCE</b>	\$ <u>47,510,027</u>	\$ <u>45,477,690</u>	\$ <u>44,569,641</u>
<b>ENDING FUND BALANCE</b>	\$ 45,477,690	\$ 44,569,641	\$ 31,832,942
<b>RESERVED FUND BALANCE</b>	<u>903,116</u>	<u>903,116</u>	<u>903,116</u>
<b>ENDING AVAILABLE FUND BALANCE</b>	\$ <u><u>44,574,574</u></u>	\$ <u><u>43,666,525</u></u>	\$ <u><u>30,929,826</u></u>



**GENERAL FUND  
SUMMARY OF REVENUES**

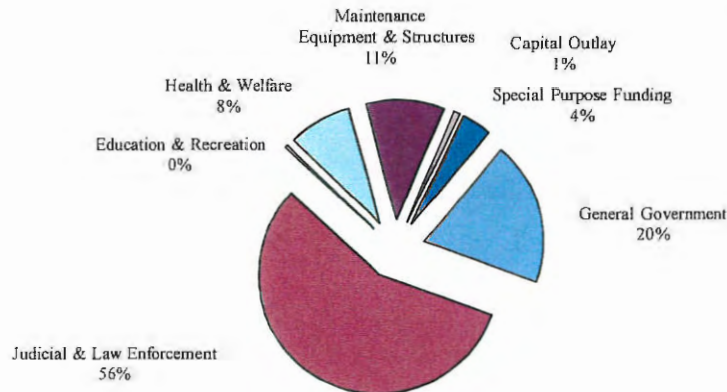
REVENUES	ACTUAL 2016-2017	ESTIMATED 2017-2018	APPROVED 2018-2019
Property Taxes	\$ 72,669,897	\$ 75,736,848	\$ 79,665,588
Sales Taxes	25,673,710	28,200,000	24,650,000
Fees	9,113,267	9,700,545	9,052,715
Licenses	437,175	827,918	420,850
Sales, Rentals & Services	2,084,504	1,289,029	1,820,150
Intergovernmental	1,310,928	1,970,843	1,238,611
Fines & Forfeitures	1,670,984	1,888,000	1,750,000
Interest	103,334	295,264	382,500
Miscellaneous	33,113	27,000	27,000
Contributions	240	175	175
Total	\$ 113,097,152	\$ 119,935,622	\$ 119,007,589

**Approved 2018-2019**

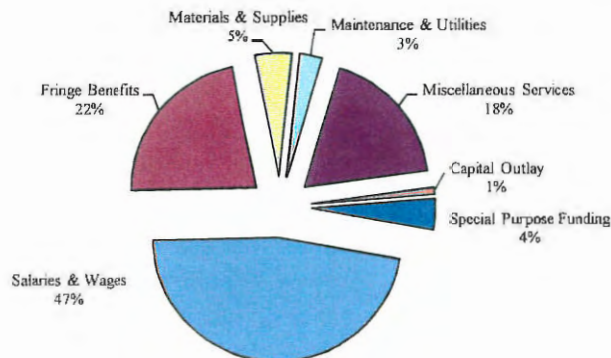


# GENERAL FUND SUMMARY OF EXPENDITURES

<u>Department</u>	<u>APPROVED 2018-2019 BUDGET</u>	<u>% OF TOTAL</u>
General Government	\$ 25,617,941	19.45%
Judicial & Law Enforcement	74,287,317	56.39%
Education & Recreation	432,558	0.33%
Health & Welfare	11,123,103	8.44%
Maintenance - Equipment Structures	13,862,666	10.53%
Capital Outlay	1,133,047	0.86%
Special Purpose Funding	5,287,656	4.01%
Total	<u>\$ 131,744,288</u>	<u>100.01%</u>



<u>Category</u>	<u>APPROVED 2018-2019 BUDGET</u>	<u>% OF TOTAL</u>
Salaries & Wages	\$ 61,787,484	46.90%
Fringe Benefits	29,117,420	22.10%
Materials & Supplies	6,258,266	4.75%
Maintenance & Utilities	3,941,804	2.99%
Miscellaneous Services	24,218,611	18.38%
Capital Outlay	1,133,047	0.86%
Special Purpose Funding	5,287,656	4.01%
Total	<u>\$ 131,744,288</u>	<u>99.99%</u>





**GENERAL FUND**  
**SUMMARY OF EXPENDITURES BY DIVISION**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<b>Department / Division</b>			
<b>General Government</b>			
Tax Assessor-Collector	\$ 3,643,893	\$ 3,918,315	\$ 4,174,897
Human Resources	412,573	430,752	460,967
County Auditor	1,325,008	1,316,616	1,568,579
County Clerk	2,061,302	2,185,524	2,394,618
County Judge	805,286	807,718	954,780
Risk Management	242,195	256,545	268,173
County Treasurer	370,849	384,320	408,461
Printing	150,051	154,454	176,944
Purchasing Agent	527,822	553,058	585,517
General Services	11,010,941	10,463,990	11,295,480
Management Information Systems	1,797,754	1,879,515	2,026,705
Voters Registration Department	93,178	146,479	127,337
Elections Department	654,026	749,747	857,362
Veterans Services	289,185	301,480	318,121
Total General Government	\$ 23,384,063	\$ 23,548,513	\$ 25,617,941
<b>Judicial &amp; Law Enforcement</b>			
District Attorney	\$ 6,211,942	\$ 6,504,533	\$ 7,075,198
District Clerk	1,844,569	1,954,700	2,040,426
District Courts	5,161,104	5,213,936	5,260,526
Jury	506,692	511,006	657,877
Justice of the Peace	2,326,007	2,400,673	2,726,362
County Courts at Law	1,737,932	1,764,816	1,894,380
Court Master	379,703	507,266	577,802
Dispute Resolution Center	207,398	220,023	275,782
Juvenile Alternative School	363,703	412,816	433,728
Community Supervision	17,272	18,582	13,232
Sheriff	12,209,247	13,154,604	14,056,690
Crime Laboratory	1,214,322	1,239,540	1,426,809
Jail	25,775,089	26,848,969	29,636,166
Juvenile Probation	1,235,181	1,272,454	1,705,101
Juvenile Detention Home	1,861,683	1,950,088	2,227,119
Constables	2,885,639	3,014,599	3,310,119
County Morgue	894,439	850,000	970,000
Total Judicial & Law Enforcement	\$ 64,831,922	\$ 67,838,605	\$ 74,287,317
<b>Education &amp; Recreation</b>			
Agricultural Extension Service	\$ 354,673	\$ 340,367	\$ 432,558
Total Education & Recreation	\$ 354,673	\$ 340,367	\$ 432,558

**GENERAL FUND**  
**SUMMARY OF EXPENDITURES BY DIVISION**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<b><u>Department / Division</u></b>			
<b>Health &amp; Welfare</b>			
Health & Welfare Unit 1	\$ 1,186,759	\$ 1,200,430	\$ 1,347,416
Health & Welfare Unit 2	1,122,110	1,164,724	1,327,304
Nurse Practitioner	299,201	312,972	326,697
Child Welfare	106,506	113,536	120,000
Environmental Control	349,179	376,390	418,204
Indigent Medical Service	4,864,419	4,866,652	4,926,459
Mosquito Control	1,979,023	2,055,478	2,254,070
Emergency Management	217,332	226,126	252,953
Tobacco Settlement	<u>100,000</u>	<u>100,000</u>	<u>150,000</u>
Total Health & Welfare	\$ <u>10,224,529</u>	\$ <u>10,416,308</u>	\$ <u>11,123,103</u>
<b>Maintenance - Equipment &amp; Structures</b>			
Courthouse & Annexes	\$ 2,545,540	\$ 2,726,972	\$ 2,877,295
Port Arthur Buildings	683,930	650,077	757,697
Mid-County Buildings	190,163	194,209	223,446
Road & Bridge Pct. #1	1,235,917	1,362,603	1,614,073
Road & Bridge Pct. #2	1,501,933	1,644,332	1,874,352
Road & Bridge Pct. #3	1,526,539	1,687,326	1,942,837
Road & Bridge Pct. #4	1,616,620	1,682,596	2,155,137
Engineering	868,121	908,986	1,063,911
Parks & Recreation	102,589	113,510	213,945
Service Center	<u>934,387</u>	<u>1,043,451</u>	<u>1,139,973</u>
Total Maintenance - Equipment & Structures	\$ <u>11,205,739</u>	\$ <u>12,014,062</u>	\$ <u>13,862,666</u>
<b>Capital Outlay</b>	\$ <u>1,324,962</u>	\$ <u>1,609,569</u>	\$ <u>1,133,047</u>
<b>Special Purpose Funding</b>			
Contingency Appropriation	\$ -	\$ -	\$ 675,000
Transfers Out	<u>3,829,968</u>	<u>5,076,247</u>	<u>4,612,656</u>
Total Special Purpose Funding	\$ <u>3,829,968</u>	\$ <u>5,076,247</u>	\$ <u>5,287,656</u>
<b>Total General Fund Expenditures</b>	\$ <u><u>115,155,856</u></u>	\$ <u><u>120,843,671</u></u>	\$ <u><u>131,744,288</u></u>

# GENERAL GOVERNMENT

General Government includes the Tax Assessor-Collector, Human Resources, County Auditor, County Clerk, County Judge, Risk Management, County Treasurer, Printing, Purchasing Agent, General Services, Management Information Systems, and Veterans Services.

**Tax Assessor Collector** – main duties are to assess and collect property taxes; to issue certificates of title and license plates for motor vehicles and trailers. Elected for a four-year term by the voters of the County.

**Human Resources** – main duties are to provide staff support services for personnel administration. The personnel administration function includes obtaining qualified applicants to fill various job vacancies, maintaining equitable and competitive compensation practices, providing consultation to all departments on personnel related issues, reviewing and/or resolving employee concerns, grievance and appeals, ensuring compliance with federal and state laws, and developing/interpreting policy.

**County Auditor** – main duties are to act as the chief financial officer of the County; responsible for substantially all County finance and accounting control functions. Such functions include auditing, accounting systems design, financial planning, financial relations, and payroll.

**County Clerk** – main duties are to serve as clerk for both Commissioners' Court and County Courts; responsible for filing, indexing, and recording all legal instruments affecting real property titles; recording security instruments, births and deaths, and issuing marriage licenses. Elected for a four-year term by the voters of the County.

**County Judge** – main duties are: presiding officer of the Commissioners' Court; judge of the Probate Court; handles hearings on admittance to state hospital for the mentally ill and mentally challenged; and is head of civil defense and disaster relief. Elected for a four-year term by the voters of the County.

**Risk Management** – provides staff support services for benefits and risk administration. The benefits function includes administering the health and dental plan for the County, workers' compensation program, safety program, and retirement program.

**County Treasurer** – duties include receiving all money collected by the County, investing County revenue, paying and applying County funds as directed by the Commissioners' Court, and signing all County checks. Elected for a four-year term by the voters of the County.

**Printing** – provides support in the printing of all stationery, court dockets, Comprehensive Annual Financial Report, and the Annual Budget of the County.

**Purchasing Agent** – responsible for the procurement of goods, materials, and services for all departments and offices of the County. The department recommends award of bids to Commissioners' Court and administers bids and various contracts. The Purchasing Agent is also in charge of reviewing all requisitions, making proper buying decisions and processing purchase orders for same.

**General Services** – provides accounting control for expenditures of the County that are not allocated to specific departments.

**Management Information Systems (M.I.S.)** – provides all County departments with computer based systems support. This includes analysis of manual and automated procedures and the feasibility of implementing data and word processing systems. M.I.S. is also the interface between departments and users in the operation of systems. The department is responsible for the ongoing evolution of County-wide data systems.

**Voters Registration Department** – provides accounting for expenditures associated with the Tax Assessor Collector's responsibility to issue voter registration applications and certificates; and to compile election poll lists.

**Elections Department** – provides accounting for expenditures associated with the County Clerk's duties to provide general supervisory authority over all elections held within the County.

**Veterans Services Office** – develops and submits claims for benefits to the Department of Veterans Affairs for disability compensation, pension, death pension, medical benefits, burial benefits, insurance, education, home loans, records requests, and various benefits through other government agencies.

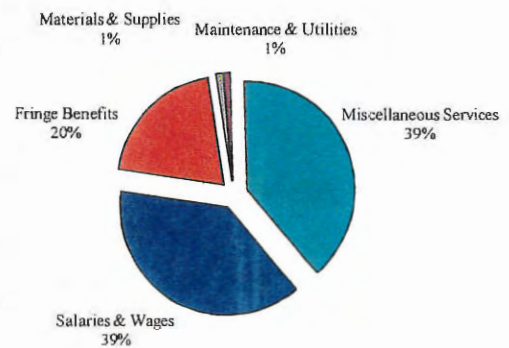


**GENERAL GOVERNMENT  
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<b><u>DEPARTMENTS</u></b>			
Tax Assessor-Collector	\$ 3,643,893	\$ 3,918,315	\$ 4,174,897
Human Resources	412,573	430,752	460,967
County Auditor	1,325,008	1,316,616	1,568,579
County Clerk	2,061,302	2,185,524	2,394,618
County Judge	805,286	807,718	954,780
Risk Management	242,195	256,545	268,173
County Treasurer	370,849	384,320	408,461
Printing	150,051	154,454	176,944
Purchasing Agent	527,822	553,058	585,517
General Services	11,010,941	10,463,990	11,295,480
Management Information Systems	1,797,754	1,879,515	2,026,705
Voters Registration Department	93,178	146,479	127,337
Elections Department	654,026	749,747	857,362
Veterans Services	289,185	301,480	318,121
<b>Total</b>	<b>\$ 23,384,063</b>	<b>\$ 23,548,513</b>	<b>\$ 25,617,941</b>

**APPROPRIATIONS CATEGORY**

	<u>APPROVED</u> <u>2018-2019</u>
Salaries & Wages	\$ 9,838,290
Fringe Benefits	5,191,021
Materials & Supplies	264,435
Maintenance & Utilities	239,358
Miscellaneous Services	10,084,837
<b>Total</b>	<b>\$ 25,617,941</b>



**PERSONNEL SUMMARY**

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Tax Assessor-Collector	1	54	-	-	-	-	-	55
Human Resources	-	4	-	-	-	-	-	4
County Auditor	-	15	-	-	-	-	-	15
County Clerk	1	30	-	-	-	-	-	31
County Judge	1	6	-	-	-	-	1	8
Risk Management	-	3	-	-	-	-	-	3
County Treasurer	1	3	-	-	-	-	-	4
Printing	-	-	-	1	-	-	-	1
Purchasing Agent	-	6	-	-	-	-	-	6
General Services	4	-	-	-	-	-	-	4
Management Information Systems	-	19	-	-	-	-	-	19
Voters Registration Department	-	1	-	-	-	-	-	1
Elections Department	-	5	-	-	-	-	-	5
Veterans Services	-	2	-	-	-	2	-	4
<b>Total</b>	<b>8</b>	<b>148</b>	<b>-</b>	<b>1</b>	<b>-</b>	<b>2</b>	<b>1</b>	<b>160</b>

**GENERAL GOVERNMENT  
DIVISION SUMMARY**

	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<u>Tax Assessor-Collector</u>			
Salaries & Wages	\$ 2,352,945	\$ 2,495,576	\$ 2,587,417
Fringe Benefits	1,113,880	1,234,076	1,341,709
Materials & Supplies	31,478	37,651	46,650
Maintenance & Utilities	84,033	87,385	107,526
Miscellaneous Services	61,557	63,627	91,595
Total	<u>\$ 3,643,893</u>	<u>\$ 3,918,315</u>	<u>\$ 4,174,897</u>
<u>Human Resources</u>			
Salaries & Wages	\$ 272,410	\$ 282,120	\$ 296,762
Fringe Benefits	112,837	121,044	129,649
Materials & Supplies	2,433	2,312	3,224
Maintenance & Utilities	211	188	1,000
Miscellaneous Services	24,682	25,088	30,332
Total	<u>\$ 412,573</u>	<u>\$ 430,752</u>	<u>\$ 460,967</u>
<u>County Auditor</u>			
Salaries & Wages	\$ 896,442	\$ 876,815	\$ 1,027,445
Fringe Benefits	360,479	366,773	461,534
Materials & Supplies	7,439	8,465	9,600
Maintenance & Utilities	2,683	3,000	3,000
Miscellaneous Services	57,965	61,563	67,000
Total	<u>\$ 1,325,008</u>	<u>\$ 1,316,616</u>	<u>\$ 1,568,579</u>
<u>County Clerk</u>			
Salaries & Wages	\$ 1,347,000	\$ 1,394,604	\$ 1,504,498
Fringe Benefits	634,439	710,700	793,794
Materials & Supplies	20,662	16,142	27,000
Maintenance & Utilities	15,692	16,664	22,000
Miscellaneous Services	43,509	47,414	47,326
Total	<u>\$ 2,061,302</u>	<u>\$ 2,185,524</u>	<u>\$ 2,394,618</u>
<u>County Judge</u>			
Salaries & Wages	\$ 531,210	\$ 522,966	\$ 585,169
Fringe Benefits	240,620	241,104	291,490
Materials & Supplies	4,386	4,503	4,671
Maintenance & Utilities	430	350	1,150
Miscellaneous Services	28,640	38,795	72,300
Total	<u>\$ 805,286</u>	<u>\$ 807,718</u>	<u>\$ 954,780</u>
<u>Risk Management</u>			
Salaries & Wages	\$ 172,774	\$ 180,180	\$ 185,875
Fringe Benefits	64,247	70,620	75,035
Materials & Supplies	1,196	732	1,200
Maintenance & Utilities	1,041	1,351	1,800
Miscellaneous Services	2,937	3,662	4,263
Total	<u>\$ 242,195</u>	<u>\$ 256,545</u>	<u>\$ 268,173</u>

**GENERAL GOVERNMENT  
DIVISION SUMMARY**

	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<u>County Treasurer</u>			
Salaries & Wages	\$ 237,506	\$ 244,392	\$ 252,018
Fringe Benefits	110,311	118,092	125,767
Materials & Supplies	3,293	3,650	3,650
Maintenance & Utilities	8,646	7,693	12,000
Miscellaneous Services	11,093	10,493	15,026
Total	<u>\$ 370,849</u>	<u>\$ 384,320</u>	<u>\$ 408,461</u>
<u>Printing</u>			
Salaries & Wages	\$ 56,836	\$ 59,964	\$ 62,993
Fringe Benefits	28,676	31,236	33,951
Materials & Supplies	35,783	35,000	40,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	28,756	28,254	40,000
Total	<u>\$ 150,051</u>	<u>\$ 154,454</u>	<u>\$ 176,944</u>
<u>Purchasing Agent</u>			
Salaries & Wages	\$ 339,851	\$ 350,820	\$ 369,653
Fringe Benefits	156,292	169,584	174,056
Materials & Supplies	2,608	3,327	3,150
Maintenance & Utilities	1,421	1,840	1,600
Miscellaneous Services	27,650	27,487	37,058
Total	<u>\$ 527,822</u>	<u>\$ 553,058</u>	<u>\$ 585,517</u>
<u>General Services</u>			
Salaries & Wages	\$ 1,624,033	\$ 974,944	\$ 1,073,855
Fringe Benefits	1,022,159	836,248	902,888
Materials & Supplies	49,125	50,000	55,000
Maintenance & Utilities	-	600	-
Miscellaneous Services	8,315,624	8,602,198	9,263,737
Total	<u>\$ 11,010,941</u>	<u>\$ 10,463,990</u>	<u>\$ 11,295,480</u>
<u>Management Information Systems</u>			
Salaries & Wages	\$ 1,204,911	\$ 1,239,327	\$ 1,321,403
Fringe Benefits	501,606	536,820	592,397
Materials & Supplies	24,099	23,945	30,480
Maintenance & Utilities	47,929	60,250	63,032
Miscellaneous Services	19,209	19,173	19,393
Total	<u>\$ 1,797,754</u>	<u>\$ 1,879,515</u>	<u>\$ 2,026,705</u>
<u>Voters Registration Department</u>			
Salaries & Wages	\$ 55,421	\$ 56,988	\$ 60,961
Fringe Benefits	21,286	22,824	24,744
Materials & Supplies	2,428	8,000	12,500
Maintenance & Utilities	12,943	12,000	15,000
Miscellaneous Services	1,100	46,667	14,132
Total	<u>\$ 93,178</u>	<u>\$ 146,479</u>	<u>\$ 127,337</u>

**GENERAL GOVERNMENT  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>Elections Department</u>			
Salaries & Wages	\$ 268,559	\$ 275,096	\$ 316,471
Fringe Benefits	111,156	121,848	132,199
Materials & Supplies	5,423	22,967	26,000
Maintenance & Utilities	3,291	9,000	10,000
Miscellaneous Services	265,597	320,836	372,692
Total	<u>\$ 654,026</u>	<u>\$ 749,747</u>	<u>\$ 857,362</u>
<u>Veterans Services</u>			
Salaries & Wages	\$ 180,641	\$ 186,582	\$ 193,770
Fringe Benefits	98,024	104,892	111,808
Materials & Supplies	1,308	1,566	1,310
Maintenance & Utilities	549	1,000	1,250
Miscellaneous Services	8,663	7,440	9,983
Total	<u>\$ 289,185</u>	<u>\$ 301,480</u>	<u>\$ 318,121</u>

# JUDICIAL & LAW ENFORCEMENT

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Judicial & Law Enforcement includes Pre-Trial Release, District Attorney, District Clerk, District Courts, Jury, Justices of the Peace, County Courts at Law, Court Master, Dispute Resolution Center, Juvenile Alternative School, Community Supervision, Sheriff, Crime Laboratory, Jail, Juvenile Correctional Probation, Juvenile Detention Home, Constables, and County Morgue.

**District Attorney** – responsible for the prosecution of felony and misdemeanor criminal cases in the County; serves as legal advisor to Commissioners' Court and other County officials. Elected for a four-year term by the voters of the County.

**District Clerk** – duties revolve around the District Courts; specifically serves as legal record keeper for all documents filed in District Courts. Elected for a four-year term by the voters of the County.

**District Courts** – serve as trial courts of general jurisdiction of Texas. The geographical area served by each court is established by the Legislature, but each County must be served by at least one District Court. District Courts have original jurisdiction in all felony criminal cases, divorce cases, cases involving title to land, election contest cases, civil matters in which the amount in controversy (the amount of money or damages involved) is \$200 or more, and any matters in which jurisdiction is not placed in another trial court. There are eight District Courts in Jefferson County: Criminal, 58<sup>th</sup>, 60<sup>th</sup>, 136<sup>th</sup>, 172<sup>nd</sup>, 252<sup>nd</sup>, 279<sup>th</sup>, and the 317<sup>th</sup>. Elected for a four-year term by the voters of the County.

**Jury** – department responsible for expenditures related to selection of the petit and grand juries seated in Jefferson County.

**Justice of the Peace** – presiding officer over the Justice and Small Claims Court; courts have original jurisdiction in Class C misdemeanor criminal cases, which are less serious minor offenses; courts have jurisdiction over minor civil matters; may issue search or arrest warrants; serve as the coroner in Jefferson County. There are seven Justice of the Peace Courts in Jefferson County. Justices of the Peace are elected for a four-year term by the voters of the County.

**County Courts at Law** – legal jurisdiction varies considerably and is established by statute, which creates the particular court. The jurisdiction of statutorily created County Courts at Law is concurrent with the jurisdiction of the County and District Courts in the County. There are three County Courts at Law in Jefferson County. Judges are elected for a four-year term by the voters of the County.

**Court Master** – is allocated all expenditures associated with the Drug Impact Court of Jefferson County.

**Dispute Resolution Center** – responsible for working with individuals, families, community groups, government agencies, and businesses to assist them in resolving conflict. Through the use of constructive means like mediation and facilitation, the Center has helped in thousands of matters to prevent the need for costly litigation, or escalation to the point of violence.

**Sheriff's Office** – diversified in its responsibilities by statute. The Sheriff provides security for the Courthouse. The Sheriff is responsible for prisoner transportation. Civil Warrants, Writs of Execution, Levies on and Posting of Property, and the sale of Real Property after foreclosure proceedings are functions which most people associate with the Office of the Sheriff. The Sheriff also oversees the following: The **Juvenile Alternative School** is allocated all expenditures associated with the security of the alternative school. The **Crime Lab** is allocated all expenditures associated with the examination of crime scene evidence in Jefferson County. The **Jail** is allocated all expenditures associated with the operation of the Jefferson County Correctional Facility. Elected for a four-year term by the voters of the County.

**Community Supervision** – represents maintenance and equipment expenditures mandated by the state to be provided to the Adult Probation Department.

**Juvenile Probation and Juvenile Detention Home** – represents all operating expenditures for the Jefferson County Juvenile Probation Department and Detention Facility.

**Constables** – are constitutionally authorized peace officers elected by precinct. While they may perform patrol functions and make criminal investigations, the main duty of most Constables is to serve as executive officer of the Justice of the Peace Courts. Constables serve subpoenas and other papers. Elected for a four-year term by the voters of the County.

**County Morgue** – responsible for costs of laboratory and pathological services (autopsies) in Jefferson County.

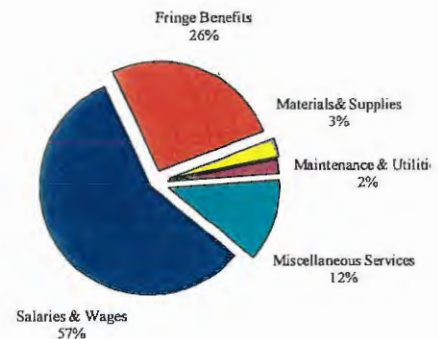


**JUDICIAL & LAW ENFORCEMENT  
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<b><u>DEPARTMENTS</u></b>			
District Attorney	\$ 6,211,942	\$ 6,504,533	\$ 7,075,198
District Clerk	1,844,569	1,954,700	2,040,426
District Courts	5,161,104	5,213,936	5,260,526
Jury	506,692	511,006	657,877
Justice of the Peace	2,326,007	2,400,673	2,726,362
County Courts at Law	1,737,932	1,764,816	1,894,380
Court Master	379,703	507,266	577,802
Dispute Resolution Center	207,398	220,023	275,782
Juvenile Alternative School	363,703	412,816	433,728
Community Supervision	17,272	18,582	13,232
Sheriff	12,209,247	13,154,604	14,056,690
Crime Laboratory	1,214,322	1,239,540	1,426,809
Jail	25,775,089	26,848,969	29,636,166
Juvenile Probation	1,235,181	1,272,454	1,705,101
Juvenile Detention Home	1,861,683	1,950,088	2,227,119
Constables	2,885,639	3,014,599	3,310,119
County Morgue	894,439	850,000	970,000
Total	<u>\$ 64,831,922</u>	<u>\$ 67,838,605</u>	<u>\$ 74,287,317</u>

**APPROPRIATIONS CATEGORY**

	<u>APPROVED</u> <u>2018-2019</u>
Salaries & Wages	\$ 42,282,234
Fringe Benefits	19,359,897
Materials & Supplies	2,037,671
Maintenance & Utilities	1,551,627
Miscellaneous Services	9,055,888
Total	<u>\$ 74,287,317</u>



**PERSONNEL SUMMARY**

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Unclassified or Contract	TOTAL
District Attorney	1	24	-	-	-	-	36	61
District Clerk	1	26	-	-	-	-	-	27
District Courts	8	18	-	-	-	-	11	37
Jury	-	1	-	-	-	-	1	2
Justice of the Peace	7	21	-	-	-	-	-	28
County Courts at Law	3	9	-	-	-	-	3	15
Court Master	-	3	-	-	-	-	1	4
Dispute Resolution Center	-	-	-	-	-	3	-	3
Juvenile Alternative School	-	-	-	-	-	-	4	4
Sheriff	1	19	12	-	-	-	100	132
Crime Laboratory	-	-	11	-	-	-	-	11
Jail	-	14	3	8	-	-	237	262
Juvenile Probation	-	3	-	-	-	15	-	18
Juvenile Detention Home	-	-	19	-	-	1	-	20
Constables	6	8	-	-	-	-	14	28
County Morgue	-	-	-	-	-	-	-	-
Total	<u>27</u>	<u>146</u>	<u>45</u>	<u>8</u>	<u>-</u>	<u>19</u>	<u>407</u>	<u>652</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<u>District Attorney</u>			
Salaries & Wages	\$ 4,307,188	\$ 4,450,556	\$ 4,752,025
Fringe Benefits	1,714,545	1,871,728	2,088,177
Materials & Supplies	50,905	44,914	57,481
Maintenance & Utilities	11,505	10,752	15,000
Miscellaneous Services	127,799	126,583	162,515
Total	<u>\$ 6,211,942</u>	<u>\$ 6,504,533</u>	<u>\$ 7,075,198</u>
<u>District Clerk</u>			
Salaries & Wages	\$ 1,231,209	\$ 1,255,836	\$ 1,329,572
Fringe Benefits	554,600	599,916	647,959
Materials & Supplies	25,614	27,014	28,410
Maintenance & Utilities	15,945	56,787	19,900
Miscellaneous Services	17,201	15,147	14,585
Total	<u>\$ 1,844,569</u>	<u>\$ 1,954,700</u>	<u>\$ 2,040,426</u>
<u>Criminal District Court</u>			
Salaries & Wages	\$ 470,277	\$ 485,172	\$ 507,917
Fringe Benefits	190,150	208,728	239,407
Materials & Supplies	2,940	3,375	5,555
Maintenance & Utilities	787	992	1,200
Miscellaneous Services	823,935	841,835	802,845
Total	<u>\$ 1,488,089</u>	<u>\$ 1,540,102</u>	<u>\$ 1,556,924</u>
<u>58th District Court</u>			
Salaries & Wages	\$ 191,486	\$ 196,584	\$ 208,449
Fringe Benefits	72,089	76,596	97,609
Materials & Supplies	466	1,000	3,500
Maintenance & Utilities	122	86	150
Miscellaneous Services	5,485	5,201	6,375
Total	<u>\$ 269,648</u>	<u>\$ 279,467</u>	<u>\$ 316,083</u>
<u>60th District Court</u>			
Salaries & Wages	\$ 195,882	\$ 200,976	\$ 206,352
Fringe Benefits	84,949	91,956	97,057
Materials & Supplies	1,318	714	2,000
Maintenance & Utilities	158	124	500
Miscellaneous Services	3,180	4,236	5,271
Total	<u>\$ 285,487</u>	<u>\$ 298,006</u>	<u>\$ 311,180</u>
<u>136th District Court</u>			
Salaries & Wages	\$ 192,502	\$ 194,565	\$ 202,298
Fringe Benefits	88,294	94,646	112,250
Materials & Supplies	1,311	970	1,500
Maintenance & Utilities	2,015	2,079	500
Miscellaneous Services	3,444	4,321	6,302
Total	<u>\$ 287,566</u>	<u>\$ 296,581</u>	<u>\$ 322,850</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<u>172nd District Court</u>			
Salaries & Wages	\$ 194,247	\$ 194,495	\$ 209,048
Fringe Benefits	72,284	77,263	104,658
Materials & Supplies	402	582	1,680
Maintenance & Utilities	224	225	300
Miscellaneous Services	4,551	3,474	6,351
Total	<u>\$ 271,708</u>	<u>\$ 276,039</u>	<u>\$ 322,037</u>
<u>252nd District Court</u>			
Salaries & Wages	\$ 195,371	\$ 202,764	\$ 220,035
Fringe Benefits	81,454	94,560	103,546
Materials & Supplies	3,390	4,010	6,600
Maintenance & Utilities	5,051	3,776	7,500
Miscellaneous Services	1,193,811	1,069,247	834,075
Total	<u>\$ 1,479,077</u>	<u>\$ 1,374,357</u>	<u>\$ 1,171,756</u>
<u>279th District Court</u>			
Salaries & Wages	\$ 157,732	\$ 164,184	\$ 167,837
Fringe Benefits	69,058	74,592	78,927
Materials & Supplies	1,298	1,315	1,750
Maintenance & Utilities	27	100	250
Miscellaneous Services	141,410	169,314	187,375
Total	<u>\$ 369,525</u>	<u>\$ 409,505</u>	<u>\$ 436,139</u>
<u>317th District Court</u>			
Salaries & Wages	\$ 355,149	\$ 364,920	\$ 383,212
Fringe Benefits	132,735	142,860	184,255
Materials & Supplies	620	2,000	2,615
Maintenance & Utilities	23	150	650
Miscellaneous Services	221,477	229,949	252,825
Total	<u>\$ 710,004</u>	<u>\$ 739,879</u>	<u>\$ 823,557</u>
<u>Jury</u>			
Salaries & Wages	\$ 133,215	\$ 137,124	\$ 141,509
Fringe Benefits	55,484	59,568	63,368
Materials & Supplies	8,891	10,148	10,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	309,102	304,166	442,500
Total	<u>\$ 506,692</u>	<u>\$ 511,006</u>	<u>\$ 657,877</u>
<u>J.P. Precinct No. 1 - Place No. 1</u>			
Salaries & Wages	\$ 235,379	\$ 242,892	\$ 258,217
Fringe Benefits	110,564	118,296	126,204
Materials & Supplies	1,485	1,845	2,225
Maintenance & Utilities	1,869	1,826	2,500
Miscellaneous Services	4,883	3,929	6,200
Total	<u>\$ 354,180</u>	<u>\$ 368,788</u>	<u>\$ 395,346</u>

**JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>J.P. Precinct No. 1 - Place No. 2</u>			
Salaries & Wages	\$ 228,639	\$ 224,904	\$ 256,043
Fringe Benefits	109,837	110,148	126,203
Materials & Supplies	2,095	2,121	3,100
Maintenance & Utilities	1,394	1,385	2,400
Miscellaneous Services	5,498	4,678	7,719
Total	<u>\$ 347,463</u>	<u>\$ 343,236</u>	<u>\$ 395,465</u>
<u>J.P. Precinct No. 2</u>			
Salaries & Wages	\$ 193,727	\$ 191,244	\$ 235,074
Fringe Benefits	84,911	88,412	120,683
Materials & Supplies	1,386	3,120	2,550
Maintenance & Utilities	1,439	1,790	1,800
Miscellaneous Services	5,031	2,776	3,900
Total	<u>\$ 286,494</u>	<u>\$ 287,342</u>	<u>\$ 364,007</u>
<u>J.P. Precinct No. 4</u>			
Salaries & Wages	\$ 227,446	\$ 229,824	\$ 256,229
Fringe Benefits	100,922	112,152	124,775
Materials & Supplies	1,606	1,650	2,300
Maintenance & Utilities	2,428	2,639	2,800
Miscellaneous Services	6,020	5,971	8,044
Total	<u>\$ 338,422</u>	<u>\$ 352,236</u>	<u>\$ 394,148</u>
<u>J.P. Precinct No. 6</u>			
Salaries & Wages	\$ 235,195	\$ 231,108	\$ 257,616
Fringe Benefits	107,137	113,628	125,169
Materials & Supplies	2,693	8,525	4,500
Maintenance & Utilities	1,719	1,861	3,100
Miscellaneous Services	4,429	5,371	3,505
Total	<u>\$ 351,173</u>	<u>\$ 360,493</u>	<u>\$ 393,890</u>
<u>J.P. Precinct No. 7</u>			
Salaries & Wages	\$ 217,572	\$ 230,065	\$ 257,028
Fringe Benefits	99,046	106,906	124,995
Materials & Supplies	2,277	3,700	4,834
Maintenance & Utilities	4,053	4,883	6,460
Miscellaneous Services	5,039	4,319	5,530
Total	<u>\$ 327,987</u>	<u>\$ 349,873</u>	<u>\$ 398,847</u>
<u>J.P. Precinct No. 8</u>			
Salaries & Wages	\$ 215,321	\$ 225,800	\$ 257,565
Fringe Benefits	93,535	100,248	112,817
Materials & Supplies	4,650	5,909	6,324
Maintenance & Utilities	1,948	1,588	2,000
Miscellaneous Services	4,834	5,160	5,953
Total	<u>\$ 320,288</u>	<u>\$ 338,705</u>	<u>\$ 384,659</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<u>County Court at Law #1</u>			
Salaries & Wages	\$ 324,958	\$ 329,964	\$ 342,224
Fringe Benefits	127,160	133,920	144,619
Materials & Supplies	506	1,500	2,000
Maintenance & Utilities	115	101	500
Miscellaneous Services	12,405	10,109	10,075
Total	<u>\$ 465,144</u>	<u>\$ 475,594</u>	<u>\$ 499,418</u>
<u>County Court at Law #2</u>			
Salaries & Wages	\$ 368,977	\$ 375,096	\$ 384,147
Fringe Benefits	133,430	139,284	151,205
Materials & Supplies	1,633	2,317	4,400
Maintenance & Utilities	190	167	1,750
Miscellaneous Services	78,931	63,423	101,888
Total	<u>\$ 583,161</u>	<u>\$ 580,287</u>	<u>\$ 643,390</u>
<u>County Court at Law #3</u>			
Salaries & Wages	\$ 450,624	\$ 460,812	\$ 478,608
Fringe Benefits	176,536	185,940	195,700
Materials & Supplies	2,692	2,166	4,250
Maintenance & Utilities	327	253	1,750
Miscellaneous Services	59,448	59,764	71,264
Total	<u>\$ 689,627</u>	<u>\$ 708,935</u>	<u>\$ 751,572</u>
<u>Court Master</u>			
Salaries & Wages	\$ 224,869	\$ 231,444	\$ 239,461
Fringe Benefits	103,002	112,860	120,633
Materials & Supplies	1,676	1,432	4,500
Maintenance & Utilities	298	78	650
Miscellaneous Services	49,858	161,452	212,558
Total	<u>\$ 379,703</u>	<u>\$ 507,266</u>	<u>\$ 577,802</u>
<u>Dispute Resolution Center</u>			
Salaries & Wages	\$ 140,997	\$ 149,760	\$ 167,289
Fringe Benefits	44,134	48,312	85,022
Materials & Supplies	1,185	1,296	1,185
Maintenance & Utilities	326	372	1,000
Miscellaneous Services	20,756	20,283	21,286
Total	<u>\$ 207,398</u>	<u>\$ 220,023</u>	<u>\$ 275,782</u>
<u>Juvenile Alternative School</u>			
Salaries & Wages	\$ 254,990	\$ 287,177	\$ 299,070
Fringe Benefits	104,070	120,600	129,158
Materials & Supplies	3,988	3,599	4,000
Maintenance & Utilities	655	1,440	1,500
Miscellaneous Services	-	-	-
Total	<u>\$ 363,703</u>	<u>\$ 412,816</u>	<u>\$ 433,728</u>



**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<u>Community Supervision</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	12,868	13,790	7,940
Maintenance & Utilities	112	500	1,000
Miscellaneous Services	4,292	4,292	4,292
Total	<u>\$ 17,272</u>	<u>\$ 18,582</u>	<u>\$ 13,232</u>
<u>Sheriff</u>			
Salaries & Wages	\$ 8,270,163	\$ 8,795,757	\$ 9,240,988
Fringe Benefits	3,405,659	3,793,387	4,199,612
Materials & Supplies	180,864	192,513	197,074
Maintenance & Utilities	107,341	104,912	109,200
Miscellaneous Services	245,220	268,035	309,816
Total	<u>\$ 12,209,247</u>	<u>\$ 13,154,604</u>	<u>\$ 14,056,690</u>
<u>Crime Laboratory</u>			
Salaries & Wages	\$ 782,731	\$ 774,228	\$ 906,461
Fringe Benefits	293,450	304,807	359,888
Materials & Supplies	54,250	53,761	60,200
Maintenance & Utilities	5,366	7,491	8,000
Miscellaneous Services	78,525	99,253	92,260
Total	<u>\$ 1,214,322</u>	<u>\$ 1,239,540</u>	<u>\$ 1,426,809</u>
<u>Jail</u>			
Salaries & Wages	\$ 14,150,322	\$ 14,116,980	\$ 15,562,995
Fringe Benefits	5,967,554	6,413,350	7,216,771
Materials & Supplies	1,257,428	1,338,997	1,420,000
Maintenance & Utilities	1,111,302	1,102,728	1,151,400
Miscellaneous Services	3,288,483	3,876,914	4,285,000
Total	<u>\$ 25,775,089</u>	<u>\$ 26,848,969</u>	<u>\$ 29,636,166</u>
<u>Juvenile Probation</u>			
Salaries & Wages	\$ 772,418	\$ 796,560	\$ 1,075,187
Fringe Benefits	402,133	400,116	521,416
Materials & Supplies	6,127	7,798	10,414
Maintenance & Utilities	2,887	3,620	4,267
Miscellaneous Services	51,616	64,360	93,817
Total	<u>\$ 1,235,181</u>	<u>\$ 1,272,454</u>	<u>\$ 1,705,101</u>
<u>Juvenile Detention Home</u>			
Salaries & Wages	\$ 1,036,830	\$ 1,105,104	\$ 1,278,659
Fringe Benefits	485,583	506,180	590,817
Materials & Supplies	100,793	102,741	108,956
Maintenance & Utilities	187,193	178,845	180,600
Miscellaneous Services	51,284	57,218	68,087
Total	<u>\$ 1,861,683</u>	<u>\$ 1,950,088</u>	<u>\$ 2,227,119</u>

**JUDICIAL & LAW ENFORCEMENT  
DIVISION SUMMARY**

	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<u>Constable Precinct No. 1</u>			
Salaries & Wages	\$ 456,171	\$ 494,332	\$ 522,655
Fringe Benefits	201,703	213,192	230,334
Materials & Supplies	22,906	25,943	25,407
Maintenance & Utilities	3,897	3,765	4,900
Miscellaneous Services	17,029	17,744	19,456
Total	<u>\$ 701,706</u>	<u>\$ 754,976</u>	<u>\$ 802,752</u>
<u>Constable Precinct No. 2</u>			
Salaries & Wages	\$ 291,452	\$ 299,964	\$ 324,071
Fringe Benefits	121,388	129,720	142,097
Materials & Supplies	3,573	4,478	9,518
Maintenance & Utilities	361	500	600
Miscellaneous Services	6,187	6,033	9,420
Total	<u>\$ 422,961</u>	<u>\$ 440,695</u>	<u>\$ 485,706</u>
<u>Constable Precinct No. 4</u>			
Salaries & Wages	\$ 276,629	\$ 289,324	\$ 316,958
Fringe Benefits	103,837	117,420	145,312
Materials & Supplies	16,458	6,225	6,595
Maintenance & Utilities	958	965	1,000
Miscellaneous Services	7,069	6,555	7,841
Total	<u>\$ 404,951</u>	<u>\$ 420,489</u>	<u>\$ 477,706</u>
<u>Constable Precinct No. 6</u>			
Salaries & Wages	\$ 376,412	\$ 351,156	\$ 392,009
Fringe Benefits	149,364	150,684	168,310
Materials & Supplies	3,245	7,200	11,108
Maintenance & Utilities	1,092	1,081	2,500
Miscellaneous Services	10,504	11,164	12,189
Total	<u>\$ 540,617</u>	<u>\$ 521,285</u>	<u>\$ 586,116</u>
<u>Constable Precinct No. 7</u>			
Salaries & Wages	\$ 286,162	\$ 305,448	\$ 321,419
Fringe Benefits	101,596	118,800	146,091
Materials & Supplies	5,103	3,314	5,000
Maintenance & Utilities	723	932	1,200
Miscellaneous Services	3,014	3,694	4,669
Total	<u>\$ 396,598</u>	<u>\$ 432,188</u>	<u>\$ 478,379</u>
<u>Constable Precinct No. 8</u>			
Salaries & Wages	\$ 295,202	\$ 305,136	\$ 324,007
Fringe Benefits	112,316	125,028	134,853
Materials & Supplies	3,579	4,778	7,700
Maintenance & Utilities	1,154	1,154	2,800
Miscellaneous Services	6,555	8,870	10,100
Total	<u>\$ 418,806</u>	<u>\$ 444,966</u>	<u>\$ 479,460</u>

**JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>County Morgue</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	3,977	10,000	10,000
Miscellaneous Services	890,462	840,000	960,000
Total	\$ <u>894,439</u>	\$ <u>850,000</u>	\$ <u>970,000</u>



# EDUCATION & RECREATION

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Education and Recreation includes the Agricultural Extension Service of the County.

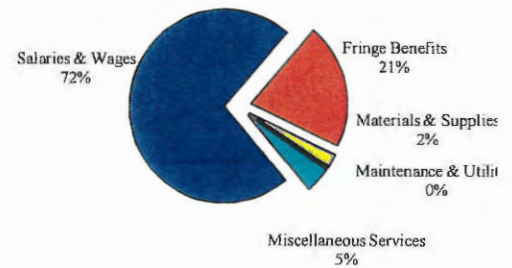
**Agricultural Extension Service** – County shares cost with Texas A&M University System to provide expert advice, assistance and training for a wide range of subjects under the 4 areas of family and consumer sciences, urban development, agriculture and natural resources, and 4-H and youth. Some of the subjects are horticulture, nutrition, health and wellness, agriculture awareness, pesticide management, parenting, money management, tourism, sustainable agriculture, youth development, waste management, preservation of nature, and water quality.

**EDUCATION & RECREATION  
DEPARTMENT SUMMARY**

	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<b><u>DEPARTMENTS</u></b>			
Agricultural Extension Service	\$ 354,673	\$ 340,367	\$ 432,558
Total	\$ 354,673	\$ 340,367	\$ 432,558

**APPROPRIATIONS CATEGORY**

	<u>APPROVED 2018-2019</u>
Salaries & Wages	\$ 313,204
Fringe Benefits	90,087
Materials & Supplies	9,274
Maintenance & Utilities	835
Miscellaneous Services	19,158
Total	\$ 432,558



**PERSONNEL SUMMARY**

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Agricultural Extension Service	-	3	-	-	-	-	5	8
Total	-	3	-	-	-	-	5	8

**EDUCATION & RECREATION  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>Agriculture Extension Service</u>			
Salaries & Wages	\$ 258,416	\$ 247,064	\$ 313,204
Fringe Benefits	75,938	71,092	90,087
Materials & Supplies	5,550	8,407	9,274
Maintenance & Utilities	376	126	835
Miscellaneous Services	14,393	13,678	19,158
Total	\$ <u>354,673</u>	\$ <u>340,367</u>	\$ <u>432,558</u>

## HEALTH & WELFARE

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Health & Welfare includes Health & Welfare Units 1 and 2, Nurse Practitioner, Child Welfare, Environmental Control, Indigent Medical Service, Mosquito Control, Emergency Management, and Tobacco Settlement.

**Health & Welfare Units 1 & 2** – responsible for the public health of all County citizens within the framework of County government. Provides medical care, mental health, and protective services for indigent care individuals and families. Cooperates with other community health providers, concerned citizens, and committed volunteers who help achieve its mission. Unit 1 is located in Beaumont, and Unit 2 is located in Port Arthur.

**Nurse Practitioner** – responsible for the County's in-house employee health care program. The Nurse Practitioner's primary function is preventive health care for all Jefferson County employees. This includes diagnosis and treatment of employees and their dependents.

**Child Welfare** – represents allocated expenditures that are associated with the County's support of the child protective services of the State of Texas.

**Environmental Control** – responsible for an integrated management program with elements designed to safeguard the quality of water supplies, to protect the groundwater resource from non-potable elements and contaminants, minimizing the impact of need residential, commercial and industrial development, and to promote water conservation. Environmental Control also identifies the best means of sewage collection, treatment and disposal; oversees new construction; issues State-mandated permits for industrial waste, sewage treatment plants and large-volume sewage discharges, and inspects and enforces permit conditions.

**Indigent Medical Service** – represents the expenditures incurred for outside medical and prescription service associated with the indigent population of Jefferson County.

**Mosquito Control** – represents expenditures associated with the control of mosquitoes in the County. By significantly reducing the mosquito population, the event of epidemic disease from occurring is reduced.

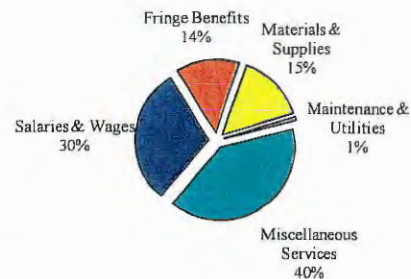
**Emergency Management** – responsible for the support systems and other statutory functions to help individuals and the community prepare for disasters regardless of the cause.

**Tobacco Settlement** – represents expenditures for special indigent health related services using tobacco settlement proceeds.

# HEALTH & WELFARE DEPARTMENT SUMMARY

	ACTUAL 2016-2017	ESTIMATED 2017-2018	APPROVED 2018-2019
<b>DEPARTMENTS</b>			
Health & Welfare Unit 1	\$ 1,186,759	\$ 1,200,430	\$ 1,347,416
Health & Welfare Unit 2	1,122,110	1,164,724	1,327,304
Nurse Practitioner	299,201	312,972	326,697
Child Welfare	106,506	113,536	120,000
Environmental Control	349,179	376,390	418,204
Indigent Medical Service	4,864,419	4,866,652	4,926,459
Mosquito Control	1,979,023	2,055,478	2,254,070
Emergency Management	217,332	226,126	252,953
Tobacco Settlement	100,000	100,000	150,000
Total	\$ 10,224,529	\$ 10,416,308	\$ 11,123,103

	APPROVED 2018-2019
<b>APPROPRIATIONS CATEGORY</b>	
Salaries & Wages	\$ 3,335,428
Fringe Benefits	1,539,406
Materials & Supplies	1,689,967
Maintenance & Utilities	95,924
Miscellaneous Services	4,462,378
Total	\$ 11,123,103



## PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Health & Welfare Unit 1	-	3	-	1	5	4	-	13
Health & Welfare Unit 2	-	4	-	1	3	4	-	12
Nurse Practitioner	-	-	-	-	3	-	-	3
Environmental Control	-	2	-	-	3	-	-	5
Indigent Medical Services	-	-	-	-	1	-	-	1
Mosquito Control	-	1	-	13	-	-	-	14
Emergency Management	-	-	1	-	-	-	1	2
Tobacco Settlement	-	-	-	-	-	-	-	-
Total	-	10	1	15	15	8	1	50

**HEALTH & WELFARE  
DIVISION SUMMARY**

	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<u>Health &amp; Welfare Unit 1</u>			
Salaries & Wages	\$ 629,707	\$ 660,366	\$ 733,539
Fringe Benefits	251,683	276,597	327,096
Materials & Supplies	21,950	20,392	22,100
Maintenance & Utilities	3,855	3,935	5,960
Miscellaneous Services	279,564	239,140	258,721
Total	<u>\$ 1,186,759</u>	<u>\$ 1,200,430</u>	<u>\$ 1,347,416</u>
<u>Health &amp; Welfare Unit 2</u>			
Salaries & Wages	\$ 615,006	\$ 648,770	\$ 729,155
Fringe Benefits	288,308	300,305	372,276
Materials & Supplies	19,963	15,568	18,342
Maintenance & Utilities	4,212	3,260	6,169
Miscellaneous Services	194,621	196,821	201,362
Total	<u>\$ 1,122,110</u>	<u>\$ 1,164,724</u>	<u>\$ 1,327,304</u>
<u>Nurse Practitioner</u>			
Salaries & Wages	\$ 186,951	\$ 192,456	\$ 199,158
Fringe Benefits	73,642	78,960	83,995
Materials & Supplies	20,610	23,044	23,012
Maintenance & Utilities	-	-	350
Miscellaneous Services	17,998	18,512	20,182
Total	<u>\$ 299,201</u>	<u>\$ 312,972</u>	<u>\$ 326,697</u>
<u>Child Welfare</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	106,506	113,536	120,000
Total	<u>\$ 106,506</u>	<u>\$ 113,536</u>	<u>\$ 120,000</u>
<u>Environmental Control</u>			
Salaries & Wages	\$ 218,877	\$ 234,804	\$ 259,790
Fringe Benefits	117,567	128,844	142,051
Materials & Supplies	1,997	2,016	2,950
Maintenance & Utilities	2,247	2,016	2,595
Miscellaneous Services	8,491	8,710	10,818
Total	<u>\$ 349,179</u>	<u>\$ 376,390</u>	<u>\$ 418,204</u>
<u>Indigent Medical Service</u>			
Salaries & Wages	\$ 263,411	\$ 262,536	\$ 300,780
Fringe Benefits	79,781	82,584	94,860
Materials & Supplies	860,336	856,532	862,463
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,660,891	3,665,000	3,668,356
Total	<u>\$ 4,864,419</u>	<u>\$ 4,866,652</u>	<u>\$ 4,926,459</u>

# HEALTH & WELFARE DIVISION SUMMARY

	ACTUAL 2016-2017	ESTIMATED 2017-2018	APPROVED 2018-2019
<u>Mosquito Control</u>			
Salaries & Wages	\$ 805,786	\$ 808,036	\$ 941,408
Fringe Benefits	357,537	379,124	438,623
Materials & Supplies	733,353	765,918	760,800
Maintenance & Utilities	47,492	68,349	80,650
Miscellaneous Services	34,855	34,051	32,589
Total	<u>\$ 1,979,023</u>	<u>\$ 2,055,478</u>	<u>\$ 2,254,070</u>
<u>Emergency Management</u>			
Salaries & Wages	\$ 160,312	\$ 165,246	\$ 171,598
Fringe Benefits	56,770	60,612	80,505
Materials & Supplies	-	-	300
Maintenance & Utilities	-	18	200
Miscellaneous Services	250	250	350
Total	<u>\$ 217,332</u>	<u>\$ 226,126</u>	<u>\$ 252,953</u>
<u>Tobacco Settlement</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	100,000	100,000	150,000
Total	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 150,000</u>

# MAINTENANCE – EQUIPMENT & STRUCTURES

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Maintenance – Equipment & Structures includes Courthouse & Annexes, Port Arthur Buildings, Mid-County Buildings, Road & Bridge Precincts, Engineering, Parks & Recreation, and Service Center.

**Courthouse & Annexes, Port Arthur Buildings, and Mid-County Buildings** – responsible for building services of Jefferson County. These departments direct activities associated with building maintenance and communications. Building Maintenance is responsible for structural maintenance and repair of the County's buildings, including electrical, heating, air conditioning, roofing, and mechanical systems. Communications includes the maintenance of the County's internal telephone system.

**Road & Bridge Precincts** – represents the expenditures associated with the maintenance of the County roads. There are four Road and Bridge Precincts, which are governed by the elected Commissioner of each precinct. Each Commissioner is elected to a four-year term by the voters of each precinct, and serves with the County Judge to make up the Commissioners' Court.

**Engineering** – responsible for the acquisition of land and the design and construction of capital improvement projects involving roadways, bridges, drainage systems, and buildings. Engineering updates and maintains the various maps and files of County owned properties and ROW, and manages inter-local agreements for engineering and construction projects. This department provides survey work for the County.

**Parks and Recreation** – represents expenditures associated with maintenance of the County parks, boat ramps, and beach cleaning.

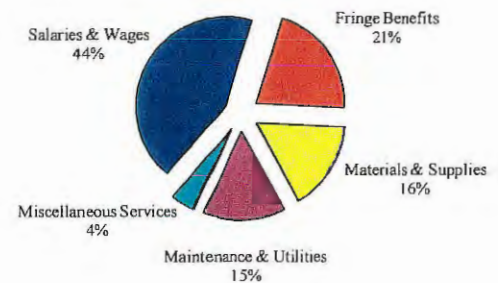
**Service Center** – represents expenditures associated with maintenance of all County owned vehicles.



**MAINTENANCE - EQUIPMENT & STRUCTURES  
DEPARTMENT SUMMARY**

	<b>ACTUAL 2016-2017</b>	<b>ESTIMATED 2017-2018</b>	<b>APPROVED 2018-2019</b>
<b>DEPARTMENTS</b>			
Courthouse & Annexes	\$ 2,545,540	\$ 2,726,972	\$ 2,877,295
Port Arthur Buildings	683,930	650,077	757,697
Mid-County Buildings	190,163	194,209	223,446
Road & Bridge Pct. #1	1,235,917	1,362,603	1,614,073
Road & Bridge Pct. #2	1,501,933	1,644,332	1,874,352
Road & Bridge Pct. #3	1,526,539	1,687,326	1,942,837
Road & Bridge Pct. #4	1,616,620	1,682,596	2,155,137
Engineering	868,121	908,986	1,063,911
Parks & Recreation	102,589	113,510	213,945
Service Center	934,387	1,043,451	1,139,973
<b>Total</b>	<b>\$ 11,205,739</b>	<b>\$ 12,014,062</b>	<b>\$ 13,862,666</b>

	<b>APPROVED 2018-2019</b>
<b>APPROPRIATIONS CATEGORY</b>	
Salaries & Wages	\$ 6,018,328
Fringe Benefits	2,937,009
Materials & Supplies	2,256,919
Maintenance & Utilities	2,054,060
Miscellaneous Services	596,350
<b>Total</b>	<b>\$ 13,862,666</b>



**PERSONNEL SUMMARY**

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Courthouse & Annexes	-	2	-	12	-	-	-	14
Port Arthur Buildings	-	1	-	6	-	-	-	7
Mid-County Buildings	-	-	-	1	-	-	-	1
Road & Bridge Pct. #1	1	1	-	11	-	-	-	13
Road & Bridge Pct. #2	1	1	-	14	-	-	-	16
Road & Bridge Pct. #3	1	1	-	14	-	-	-	16
Road & Bridge Pct. #4	1	2	-	14	-	-	1	18
Engineering	-	2	-	8	-	-	-	10
Parks & Recreation	-	-	-	-	-	-	-	-
Service Center	-	-	-	4	-	-	-	4
<b>Total</b>	<b>4</b>	<b>10</b>	<b>-</b>	<b>84</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>99</b>

**MAINTENANCE - EQUIPMENT & STRUCTURES**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>Courthouse &amp; Annexes</u>			
Salaries & Wages	\$ 559,045	\$ 639,878	\$ 748,531
Fringe Benefits	265,440	317,172	376,462
Materials & Supplies	73,450	78,961	90,500
Maintenance & Utilities	1,308,624	1,350,971	1,307,240
Miscellaneous Services	338,981	339,990	354,562
Total	<u>\$ 2,545,540</u>	<u>\$ 2,726,972</u>	<u>\$ 2,877,295</u>
<u>Port Arthur Buildings</u>			
Salaries & Wages	\$ 341,467	\$ 316,756	\$ 373,859
Fringe Benefits	162,429	151,248	174,069
Materials & Supplies	18,428	12,852	25,404
Maintenance & Utilities	120,675	124,940	135,865
Miscellaneous Services	40,931	44,281	48,500
Total	<u>\$ 683,930</u>	<u>\$ 650,077</u>	<u>\$ 757,697</u>
<u>Mid-County Buildings</u>			
Salaries & Wages	\$ 68,235	\$ 71,412	\$ 78,317
Fringe Benefits	31,427	33,960	37,329
Materials & Supplies	3,898	2,504	3,900
Maintenance & Utilities	60,027	61,262	71,300
Miscellaneous Services	26,576	25,071	32,600
Total	<u>\$ 190,163</u>	<u>\$ 194,209</u>	<u>\$ 223,446</u>
<u>Road &amp; Bridge Pct. #1</u>			
Salaries & Wages	\$ 698,758	\$ 696,348	\$ 812,566
Fringe Benefits	332,945	343,287	404,857
Materials & Supplies	135,243	234,837	313,300
Maintenance & Utilities	43,500	60,016	66,400
Miscellaneous Services	25,471	28,115	16,950
Total	<u>\$ 1,235,917</u>	<u>\$ 1,362,603</u>	<u>\$ 1,614,073</u>
<u>Road &amp; Bridge Pct. #2</u>			
Salaries & Wages	\$ 861,555	\$ 909,444	\$ 979,440
Fringe Benefits	399,899	443,892	484,857
Materials & Supplies	189,971	230,158	321,105
Maintenance & Utilities	41,851	53,521	73,450
Miscellaneous Services	8,657	7,317	15,500
Total	<u>\$ 1,501,933</u>	<u>\$ 1,644,332</u>	<u>\$ 1,874,352</u>
<u>Road &amp; Bridge Pct. #3</u>			
Salaries & Wages	\$ 774,465	\$ 855,788	\$ 959,202
Fringe Benefits	363,881	423,756	485,325
Materials & Supplies	304,196	327,181	388,600
Maintenance & Utilities	71,839	70,793	92,210
Miscellaneous Services	12,158	9,808	17,500
Total	<u>\$ 1,526,539</u>	<u>\$ 1,687,326</u>	<u>\$ 1,942,837</u>

**MAINTENANCE - EQUIPMENT & STRUCTURES**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>Road &amp; Bridge Pct. #4</u>			
Salaries & Wages	\$ 826,471	\$ 911,147	\$ 1,101,625
Fringe Benefits	361,167	439,420	544,918
Materials & Supplies	267,826	178,933	384,550
Maintenance & Utilities	126,056	120,228	87,125
Miscellaneous Services	35,100	32,868	36,919
Total	<u>\$ 1,616,620</u>	<u>\$ 1,682,596</u>	<u>\$ 2,155,137</u>
<u>Engineering</u>			
Salaries & Wages	\$ 587,361	\$ 610,452	\$ 696,987
Fringe Benefits	243,203	258,682	314,119
Materials & Supplies	21,314	21,269	28,210
Maintenance & Utilities	542	1,087	1,100
Miscellaneous Services	15,701	17,496	23,495
Total	<u>\$ 868,121</u>	<u>\$ 908,986</u>	<u>\$ 1,063,911</u>
<u>Parks &amp; Recreation</u>			
Salaries & Wages	\$ 30,111	\$ 33,702	\$ 41,343
Fringe Benefits	3,291	6,451	10,878
Materials & Supplies	21,481	26,550	74,250
Maintenance & Utilities	34,912	35,983	49,150
Miscellaneous Services	12,794	10,824	38,324
Total	<u>\$ 102,589</u>	<u>\$ 113,510</u>	<u>\$ 213,945</u>
<u>Service Center</u>			
Salaries & Wages	\$ 206,830	\$ 213,240	\$ 226,458
Fringe Benefits	89,973	96,660	104,195
Materials & Supplies	511,792	572,311	627,100
Maintenance & Utilities	119,207	154,302	170,220
Miscellaneous Services	6,585	6,938	12,000
Total	<u>\$ 934,387</u>	<u>\$ 1,043,451</u>	<u>\$ 1,139,973</u>

## CAPITAL OUTLAY

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Capital Outlay is the detail of all capital equipment purchases approved by Commissioners' Court for the fiscal year. All capital equipment purchases not listed require a budget amendment approved by the Court.

**CAPITAL OUTLAY  
DEPARTMENT SUMMARY**

	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<b><u>DEPARTMENTS</u></b>			
Tax Assessor-Collector	\$ -	\$ -	\$ -
Human Resources	-	-	-
County Auditor	3,970	4,500	4,500
County Clerk	50,922	50,000	50,000
County Judge	-	-	-
Risk Management	-	-	-
County Treasurer	-	-	-
Printing	-	-	-
Purchasing Agent	-	-	-
General Services	-	-	-
Management Information Systems	212,464	225,653	236,207
Voters Registration Department	-	-	-
Elections Department	1,343	-	-
Veterans Services	-	-	-
District Attorney	35,491	73,193	21,000
District Clerk	-	612	-
District Courts	-	2,934	6,092
Jury Fund	-	-	-
Justice of the Peace	-	-	-
County Courts at Law	-	-	-
Court Master	-	-	-
Dispute Resolution Center	-	-	-
Juvenile Alternative School	-	-	-
Community Supervision	-	-	-
Sheriff	222,923	173,900	13,500
Crime Laboratory	-	24,926	-
Jail	191,181	149,700	-
Juvenile Probation	-	-	-
Juvenile Detention Home	-	-	-
Constables	119,620	39,730	5,020
County Morgue	-	-	-
Agricultural Extension Service	1,725	2,000	1,800
Health & Welfare Unit 1	1,322	-	-
Health & Welfare Unit 2	1,323	-	-
Nurse Practitioner	-	-	-
Environmental Control	-	18,727	-
Indigent Medical Services	-	-	-
Emergency Management	-	-	-
Mosquito Control	14,984	-	-
Courthouse & Annexes	8,047	146,926	64,778
Port Arthur Buildings	-	17,499	-
Mid-County Buildings	-	6,000	6,000
Road & Bridge Pct. #1	322,094	197,841	278,693
Road & Bridge Pct. #2	14,425	239,877	366,688
Road & Bridge Pct. #3	73,198	107,051	78,769
Road & Bridge Pct. #4	19,363	128,500	-
Engineering	5,319	-	-
Parks & Recreation	-	-	-
Service Center	25,248	-	-
Total Capital Outlay	\$ <u>1,324,962</u>	\$ <u>1,609,569</u>	\$ <u>1,133,047</u>

**CAPITAL OUTLAY  
DIVISION SUMMARY**

**County Auditor**

120-1013-415-60-02	3 - DESKTOP COMPUTERS	\$ 4,500	
			\$ 4,500

**County Clerk**

120-1014-415-60-01	RESTORATION OF PLATS - PHASE 6TH ALLOCATION	50,000	
			50,000

**Management Information Systems**

120-1025-415-60-02	1 - DELL POWEREDGE R630 SERVER - REPLACE	11,500	
120-1025-415-60-02	2 - DELL POWEREDGE R330 SERVERS - REPLACE	14,400	
120-1025-415-60-02	2 - DELL STORAGE SERVER (SAN) - REPLACE	42,000	
120-1025-415-60-02	BARRACUDA BACKUP APPLIANCE - CLOUD STORAGE - NEW	19,810	
120-1025-415-60-02	ALCATEL 10 GB SWITCH (JAIL)-UP BANDWIDTH	21,000	
120-1025-415-60-02	ALCATEL 10 GB SWITCH (PA COURTHOUSE)-UP BANDWIDTH	4,008	
120-1025-415-60-02	ALCATEL 10 GB SWITCH (H&W II) - UP BANDWIDTH	5,500	
120-1025-415-60-02	ALCATEL 10 GB SWITCH (JUV PA) - UP BANDWIDTH	2,435	
120-1025-415-60-02	ALCATEL 10 GB SWITCH (ADULT PROB) - UP BANDWIDTH	8,016	
120-1025-415-60-02	SAN SUPPORT/MAINTENANCE - RENEWAL	2,800	
120-1025-415-60-02	LAPTOP - HIGH END - REPLACE FOR ROUTER/SWITCH	2,245	
120-1025-415-60-02	4 - HIGH END COMPUTERS	9,600	
120-1025-415-60-02	WIRELESS ACCESS POINTS - NEW - INCREASE NETWORK	2,000	
120-1025-415-60-02	CISCO VOIP SWITCH - REPLACE	6,650	
120-1025-415-60-02	BATTERIES FOR HIGH END UPS FOR THE PHONE SYSTEM	1,600	
120-1025-415-60-53	IBM SOFTWARE SUBSCRIPTION - RENEW	3,000	
120-1025-415-60-53	MICRO FOCUS (RUMBA) SITE LICENSE RENEW	1,500	
120-1025-415-60-53	HAWKEYE-PATHFINDER - PROGRAMMING AS400 - RENEW	750	
120-1025-415-60-53	WATCHGUARD FIREWALL SW SUITE - RENEW	9,500	
120-1025-415-60-53	NORTON ANTIVIRUS - 1000 USERS - RENEW	17,600	
120-1025-415-60-53	BARRICUDA - BACKUP SERVERS - RENEW	10,100	
120-1025-415-60-53	LINOMA GOANYWHERE MAINTENANCE - FTP TRANSFER-RENEW	1,200	
120-1025-415-60-53	PREMIUM IMAIL ANTI-VIRUS - EMAIL SERVER - RENEW	2,400	
120-1025-415-60-53	PERNET TIFF IMAGE PRINTER SOFTWARE - SERVER-RENEW	850	
120-1025-415-60-53	VMWARE VSPHERE ENTERPRISE LICENSES - 4 - RENEW	6,750	
120-1025-415-60-53	VMWARE VCENTER ENTERPRISE LICENSE - RENEW	1,400	
120-1025-415-60-53	RATIONAL DEVELOPER FOR WEBSPPHERE - RENEW	650	
120-1025-415-60-53	MS VISUAL STUDIO - VB.NET - RENEW	1,400	
120-1025-415-60-53	SOLAR WINDS - RENEW	818	
120-1025-415-60-53	MS WINDOWS SERVER 2012 UPGRADES - ADD LICENSES	4,460	
120-1025-415-60-53	SITEIMPROVE WEB SITE DEVELOPMENT - RENEW	2,900	
120-1025-415-60-53	PER-ZIP ADDRESS VERIFICATION - RENEW	2,750	
120-1025-415-60-53	PITNEY-BOWES ADDRESS VERIFICATION - RENEW	2,500	
120-1025-415-60-53	SPOTLIGHT ON SQL SERVER ENTERPRISE - 2- RENEW	3,840	
120-1025-415-60-53	WINDOWS SERVER 2012 DATA CENTER - RENEW	1,600	
120-1025-415-60-53	PASSPORT ADVANTAGE - TECHNICAL SUPPORT - RENEW	625	
120-1025-415-60-53	WINDOWS10 UPGRADE SOFTWARE - UPGRADE WINDOWS 7 AND XP OS - NEW	6,050	
			236,207

**District Attorney**

120-2030-412-60-02	2 - COMPUTERS	3,000	
120-2030-412-60-02	2 - ADOBE ACROBAT PRO	650	
120-2030-412-60-02	2 - SURFACE PRO	1,600	
120-2030-412-60-02	2 - LAPTOPS	3,750	
120-2030-412-60-02	1 - SERVER FOR MORTON ACT COMPLIANCE	12,000	
			21,000

**136th District Court**

120-2035-412-60-01	AUDIO SYSTEM UPGRADE INCLUDING BLUE RAY PLAYER	6,092	
			6,092

**Sheriff's Office**

120-3059-421-60-02	4 - DESKTOP COMPUTERS	6,000	
120-3059-421-60-02	5 - LAPTOPS	7,500	
			13,500

**Constable Pct 2**

120-3066-425-60-07	1 - WATCHGUARD 4RE IN-CAR VIDEO & AUDIO SYSTEM	5,020	
			5,020



**CAPITAL OUTLAY  
DIVISION SUMMARY**

Agriculture Extension Services

120-4071-461-60-02    3 - COMPUTERS - COST SHARE	1,800	
		1,800

Courthouse & Annexes

120-6083-416-60-03    FIRE SPRINKLER SYSTEMS REPAIRS - COURTHOUSE, ANNEX I, AND ANNEX II	26,278	
120-6083-416-60-03    REPLACE POWER UNIT - NEW COURTHOUSE EAST & WEST ELEVATOR	30,000	
120-6083-416-60-03    REPAIRS TO RESTROOM WALLS - OLD COURTHOUSE 1ST & 2ND FLOOR	8,500	
		64,778

Mid-County Buildings

120-6085-416-60-13    A/C UNIT - JP PCT 4 BUILDING	6,000	
		6,000

Road & Bridge Pct. #1

111-0108-431-60-14    SHED FOR TRUCK	5,000	
111-0108-431-60-14    GAS PUMPS AND TANK	90,000	
111-0109-431-60-11    1 - F-750 DUMP TRUCK	80,000	
111-0109-431-60-11    1 - BOMAC PAD FOOT ROLLER	103,693	
		278,693

Road & Bridge Pct. #2

112-0209-431-60-11    GRADALL	366,688	
		366,688

Road & Bridge Pct. #3

113-0309-431-60-11    2 - ZERO TURN MOWERS	24,638	
113-0309-431-60-11    1 - PIPEHUNTER TRAILER CULVERT CLEANER	54,131	
		78,769

Total Capital Outlay		\$ <u>1,133,047</u>
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## **SPECIAL PURPOSE FUNDING**

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Special Purpose Funding is used to account for expenditures that are non-operational or non-departmental in nature. Transfers to other funds include transfers to Special Revenue Funds, Capital Projects Funds, Jack Brooks Regional Airport Enterprise Fund, and to Ford Park Enterprise Fund to provide for improvements and operational expenditures. Contingency Appropriations are also noted here.



**SPECIAL PURPOSE FUNDING  
DEPARTMENT SUMMARY**

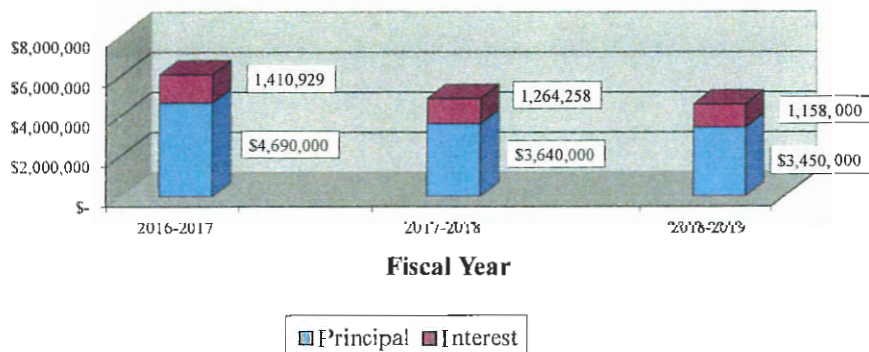
	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<b><u>DEPARTMENTS</u></b>			
Contingency Appropriation			
General Fund	\$ <u>          -</u>	\$ <u>          -</u>	\$ <u>    675,000</u>
Total Contingency Appropriation	\$ <u>          -</u>	\$ <u>          -</u>	\$ <u>    675,000</u>
Transfers Out			
General Fund	\$ <u>  3,829,968</u>	\$ <u>  5,076,247</u>	\$ <u>  4,612,656</u>
Total Transfers Out	\$ <u>  3,829,968</u>	\$ <u>  5,076,247</u>	\$ <u>  4,612,656</u>

# **DEBT SERVICE**

**DEBT SERVICE FUND**  
**SUMMARY OF REVENUES AND EXPENDITURES**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<b>REVENUES</b>			
Property Taxes	\$ 6,187,068	\$ 4,804,473	\$ 4,441,594
Interest	12,551	12,175	10,000
Total Revenues	<u>\$ 6,199,619</u>	<u>\$ 4,816,648</u>	<u>\$ 4,451,594</u>
<b>OTHER SOURCES</b>			
Transfers In	\$ 24,800	\$ 10,221	\$ -
Total Other Sources	<u>\$ 24,800</u>	<u>\$ 10,221</u>	<u>\$ -</u>
Total Revenues & Other Sources	<u>\$ 6,224,419</u>	<u>\$ 4,826,869</u>	<u>\$ 4,451,594</u>
<b>EXPENDITURES</b>			
Principal Payments	\$ 4,690,000	\$ 3,640,000	\$ 3,450,000
Interest Payments	1,410,929	1,264,258	1,158,000
Transaction Fees	4,525	4,965	4,000
Total Expenditures	<u>\$ 6,105,454</u>	<u>\$ 4,909,223</u>	<u>\$ 4,612,000</u>
<b>OTHER USES</b>			
Transfers Out	\$ 24,800	\$ 10,221	\$ -
Total Other Uses	<u>\$ 24,800</u>	<u>\$ 10,221</u>	<u>\$ -</u>
Total Appropriations	<u>\$ 6,130,254</u>	<u>\$ 4,919,444</u>	<u>\$ 4,612,000</u>
<b>BEGINNING FUND BALANCE</b>	<u>\$ 581,539</u>	<u>\$ 675,704</u>	<u>\$ 583,129</u>
<b>ENDING FUND BALANCE</b>	<u>\$ 675,704</u>	<u>\$ 583,129</u>	<u>\$ 422,723</u>
<b>RESERVED FOR DEBT SERVICE</b>	<u>\$ 675,704</u>	<u>\$ 583,129</u>	<u>\$ 422,723</u>

## Principal & Interest Payments



**DEBT SERVICE FUND**  
**SUMMARY OF ANNUAL DEBT SERVICE REQUIREMENTS**

<u>FISCAL YEAR</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2019	\$ 3,450,000	\$ 1,158,000	\$ 4,608,000
2020	3,620,000	1,020,000	4,640,000
2021	3,745,000	857,700	4,602,700
2022	3,965,000	670,450	4,635,450
2023	4,170,000	472,200	4,642,200
2024	4,325,000	263,700	4,588,700
2025	4,465,000	133,950	4,598,950
	<u>\$ 27,740,000</u>	<u>\$ 4,576,000</u>	<u>\$ 32,316,000</u>

**DEBT SERVICE FUND**  
**SUMMARY OF TOTAL INDEBTEDNESS**

ISSUE	MATURITY DATE	ORIGINAL ISSUE	MATURITIES	OUTSTANDING 10/1/2017
2012 Refunding - General Obligation	2025	\$ 47,305,000	\$ 19,565,000	\$ 27,740,000
Total				<u>\$ 27,740,000</u>

**COMPUTATION OF LEGAL DEBT MARGIN**

Assessed Value of Real Property	<u>\$17,937,520,230</u>
Assessed Value of All Taxable Property	<u>\$24,317,956,927</u>

**Bonds Issued Under Article III,  
Section 52 of the Texas Constitution:**

The County is authorized under Article III, Section 52 of the State Constitution to issue bonds payable from ad valorem taxes for the construction and maintenance of roads. There is no constitutional or statutory limit as to the rate on bonds issued pursuant to such constitutional provision. However, the amount of bonds which may be issued is limited to 25% of the assessed valuation of real property in the County.

Debt Limit, 25% of Real Property Assessed Value	\$ 4,484,380,058
Amount of Debt Applicable to Constitutional Debt Limit:	
Total Bonded Applicable Debt	\$ 27,740,000
Less Amount Available in Debt Service Fund	<u>583,129</u>
	<u>27,156,871</u>
 LEGAL DEBT MARGIN, BONDS ISSUED UNDER ARTICLE III, SECTION 52 OF THE TEXAS CONSTITUTION	 <u>\$ 4,457,223,187</u>

**Bonds Issued Under Article VIII, Section 9:**

In addition to unlimited tax bonds, the County may issue statutorily authorized bonds payable from the proceeds of a limited ad valorem tax provided for in Article VII, Section 9 of the State Constitution. Such constitutional provision provides that a County is limited to an ad valorem tax rate of \$0.80 per \$100 of assessed valuation for general fund, permanent improvement fund, road and bridge fund, and jury fund purposes.

Certain of the County's bonds payable from such limited tax may be issued under the provisions of Government Code 1301.003 (c). The principal amount of all bonds which may be issued under the provision of such Code is limited in the aggregate to 5% of the assessed valuation. The debt limit under Government Code 1301.003 (c) is approximately \$1,215,897,846 compared to applicable bonds outstanding at October 1, 2018 of \$27,740,000.

**DEBT SERVICE FUND**  
**SCHEDULE OF CURRENT DEBT SERVICE REQUIREMENTS**

ISSUE	BALANCE OUTSTANDING					BALANCE OUTSTANDING	
	10/1/2018	PRINCIPAL	INTEREST	FEES	TOTAL	10/1/2019	
2012 Refunding - General Obligation	\$ 27,740,000	\$ 3,450,000	\$ 1,158,000	\$ 4,000	\$ 4,612,000	\$ 24,290,000	
	<u>\$ 27,740,000</u>	<u>\$ 3,450,000</u>	<u>\$ 1,158,000</u>	<u>\$ 4,000</u>	<u>\$ 4,612,000</u>	<u>\$ 24,290,000</u>	

# **SPECIAL REVENUE FUNDS**

**SPECIAL REVENUE FUNDS**  
**SUMMARY OF REVENUES AND EXPENDITURES**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<b>REVENUES</b>			
Sales Taxes	\$ 1,187,625	\$ 1,550,000	\$ 1,400,000
Fees	1,830,099	1,845,923	1,693,155
Sales, Rentals & Services	41,362	5,000	-
Intergovernmental	3,013,901	3,095,159	3,764,318
Fines & Forfeitures	234,668	831,000	125,000
Interest	29,924	41,433	36,564
Contributions	<u>5,150</u>	<u>3,902</u>	<u>3,900</u>
Total Revenues	\$ <u>6,342,729</u>	\$ <u>7,372,417</u>	\$ <u>7,022,937</u>
<b>OTHER SOURCES</b>			
Transfers In	\$ <u>620,275</u>	\$ <u>564,618</u>	\$ <u>656,511</u>
Total Other Sources	\$ <u>620,275</u>	\$ <u>564,618</u>	\$ <u>656,511</u>
Total Revenues & Other Sources	\$ <u>6,963,004</u>	\$ <u>7,937,035</u>	\$ <u>7,679,448</u>
<b>EXPENDITURES</b>			
General Government	\$ 430,646	\$ 358,528	\$ 514,051
Judicial & Law Enforcement	4,189,500	4,172,786	5,231,919
Education & Recreation	812,603	842,323	894,286
Maintenance - Equipment & Structures	592	1,000	26,000
Capital Outlay	<u>1,311,973</u>	<u>569,837</u>	<u>1,819,117</u>
Total Expenditures	\$ <u>6,745,314</u>	\$ <u>5,944,474</u>	\$ <u>8,485,373</u>
<b>OTHER USES</b>			
Transfers Out	\$ <u>200,679</u>	\$ <u>241,920</u>	\$ <u>75,000</u>
Total Other Uses	\$ <u>200,679</u>	\$ <u>241,920</u>	\$ <u>75,000</u>
Total Appropriations	\$ <u>6,945,993</u>	\$ <u>6,186,394</u>	\$ <u>8,560,373</u>
<b>BEGINNING FUND BALANCE</b>	\$ <u>8,179,082</u>	\$ <u>8,196,093</u>	\$ <u>9,946,734</u>
<b>ENDING AVAILABLE FUND BALANCE</b>	<u>\$ 8,196,093</u>	<u>\$ 9,946,734</u>	<u>\$ 9,065,809</u>



**SPECIAL REVENUE FUNDS**  
**SUMMARY OF EXPENDITURES BY DIVISION**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<b><u>Department / Division</u></b>			
<b>General Government</b>			
County Clerk - Records Management	\$ 225,725	\$ 145,039	\$ 147,273
County Clerk - Records Archive	177,643	183,717	297,004
County Records Management	27,278	29,772	41,307
Tax Office Auto Dealer	-	-	28,467
	<u>          </u>	<u>          </u>	<u>          </u>
Total General Government	\$ 430,646	\$ 358,528	\$ 514,051
<b>Judicial &amp; Law Enforcement</b>			
Breath Alcohol Testing	\$ 6,202	\$ 15,110	\$ 13,020
Security Fee	728,506	552,598	693,093
DWI Pretrial Division	48,113	44,472	49,219
Misdemeanor Pretrial	33,703	25,107	47,929
Veteran's Pretrial	-	-	1,500
Law Officer Training	26,618	21,537	46,200
SCAAP Grant	-	-	-
D.A.R.E. Contributions	6,677	6,677	8,300
Family Protection Fee Fund	15,000	15,000	15,000
Deputy Sheriff Education	19,325	25,000	25,000
Constable Pct 1 - Education	-	-	500
Constable Pct 2 - Education	1,356	750	1,500
Constable Pct 4 - Education	306	150	1,000
Constable Pct 6 - Education	-	-	1,800
Constable Pct 7 - Education	743	-	1,000
Constable Pct 8 - Education	-	2,000	3,564
J.P. Courtroom Technology Fee	3,333	3,500	20,000
District Clerk - Records Management	12,420	12,454	16,497
Justice Court Building Security	-	-	-
Child Abuse Prevention	-	-	500
D.A.'s Forfeiture	75,390	73,259	137,000
Sheriff's Forfeiture	149,613	193,322	213,300
D.A.'s Hot Check	6,090	4,127	37,000
Guardianship Fee	2,000	5,000	20,000
Juvenile Delinquency Prevention	13,980	-	-
County & District Court Technology Fund	3,085	3,000	4,000
District Court Records Technology Fund	44,373	24,285	25,145
Marine Division	1,944,514	2,023,621	2,586,646
ASAP - Constable Pct 8	776,648	830,729	939,799
Sheriff - Spindletop Grant	182,201	197,572	323,407
Sheriff - Spindletop Mental	89,304	93,516	-
	<u>          </u>	<u>          </u>	<u>          </u>
Total Judicial & Law Enforcement	\$ 4,189,500	\$ 4,172,786	\$ 5,231,919
<b>Education &amp; Recreation</b>			
Law Library	\$ 3,344	\$ 2,872	\$ 2,873
Hotel Occupancy Tax	809,259	839,451	891,413
	<u>          </u>	<u>          </u>	<u>          </u>
Total Education & Recreation	\$ 812,603	\$ 842,323	\$ 894,286
<b>Maintenance - Equipment &amp; Structures</b>			
Lateral Road - Precinct 1	\$ -	\$ -	\$ 18,000
Lateral Road - Precinct 2	-	-	-
Lateral Road - Precinct 3	-	-	-

**SPECIAL REVENUE FUNDS**  
**SUMMARY OF EXPENDITURES BY DIVISION**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
Lateral Road - Precinct 4	<u>592</u>	<u>1,000</u>	<u>8,000</u>
	\$ <u>592</u>	\$ <u>1,000</u>	\$ <u>26,000</u>
<b>Capital Outlay</b>	\$ <u>1,311,973</u>	\$ <u>569,837</u>	\$ <u>1,819,117</u>
<b>Special Purpose Funding</b>			
Transfers Out	\$ <u>200,679</u>	\$ <u>241,920</u>	\$ <u>75,000</u>
	\$ <u>200,679</u>	\$ <u>241,920</u>	\$ <u>75,000</u>
<b>Total Special Fund Expenditnres</b>	<u><u>\$ 6,945,993</u></u>	<u><u>\$ 6,186,394</u></u>	<u><u>\$ 8,560,373</u></u>

**SPECIAL REVENUE FUNDS**  
**SUMMARY OF CHANGES IN FUND BALANCE BY FUND**

	ESTIMATED BALANCE 10/1/2018	REVENUES	EXPENDITURES	PROPOSED BALANCE 9/30/2019
Lateral Road - Precinct 1	\$ 41,308	7,641	18,000	\$ 30,949
Lateral Road - Precinct 2	82,497	7,433	50,000	39,930
Lateral Road - Precinct 3	226,021	7,628	-	233,649
Lateral Road - Precinct 4	26,376	8,431	8,000	26,807
Breath Alcohol Testing	18,525	6,120	13,020	11,625
Security Fee	120,721	669,000	733,093	56,628
Law Library	905	53,000	52,873	1,032
DWI Pretrial Division	279,540	87,700	49,219	318,021
Misdemeanor Pretrial	33,479	35,030	47,929	20,580
Veteran's Pretrial	2,463	762	1,500	1,725
Law Officer Training	368,144	26,500	196,200	198,444
County Clerk - Records Management	1,350,402	405,700	147,273	1,608,829
County Clerk - Records Archive	1,309,109	405,400	297,004	1,417,505
SCAAP Grant	8,390	-	8,300	90
County Records Management	763,987	124,100	104,107	783,980
D.A.R.E. Contributions	11,335	3,945	8,300	6,980
Family Protection Fee Fund	15,011	15,015	15,000	15,026
Deputy Sheriff Education	14,148	23,015	25,000	12,163
Constable Pct. 1 - Education	3,363	962	500	3,825
Constable Pct. 2 - Education	1,092	785	1,500	377
Constable Pct. 4 - Education	4,921	800	1,000	4,721
Constable Pct. 6 - Education	2,291	781	1,800	1,272
Constable Pct. 7 - Education	5,364	799	1,000	5,163
Constable Pct. 8 - Education	7,176	805	3,564	4,417
Tax Office Auto Dealer	182,585	8,000	98,467	92,118
J.P. Courtroom Technology Fee	607,905	41,000	60,000	588,905
Hotel Occupancy Tax	2,129,898	1,406,000	1,478,625	2,057,273
District Clerk - Records Management	12,297	16,030	16,497	11,830
Justice Court Building Security	125,583	10,100	50,000	85,683
Child Abuse Prevention	13,251	2,060	500	14,811
D.A.'s Forfeiture	547,610	100,750	152,000	496,360
Sheriff's Forfeiture	1,156,609	101,750	788,300	470,059
D.A.'s Hot Check	77,247	9,000	37,000	49,247
Guardianship Fee	265,153	27,350	20,000	272,503
Juvenile Delinquency Prevention	-	-	-	-
County & District Court Technology Fund	15,659	6,090	19,000	2,749
District Court Records Technology Fund	30,427	30,075	25,145	35,357
Marine Division	-	2,767,451	2,767,451	-
ASAP - Constable Pct 8	-	939,799	939,799	-
Sheriff - Spindletop Grant	85,942	322,641	323,407	85,176
Sheriff - Spindletop Mental	-	-	-	-
Total	\$ 9,946,734	\$ 7,679,448	\$ 8,560,373	\$ 9,065,809

**SPECIAL REVENUE FUNDS - GENERAL GOVERNMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>County Clerk - Records Management</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	3,542	5,500	6,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	222,183	139,539	140,773
Total	<u>\$ 225,725</u>	<u>\$ 145,039</u>	<u>\$ 147,273</u>
<u>County Clerk - Records Archive</u>			
Salaries & Wages	\$ 22,505	\$ 23,476	\$ 79,956
Fringe Benefits	3,879	4,248	36,048
Materials & Supplies	4,585	5,993	6,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	146,674	150,000	175,000
Total	<u>\$ 177,643</u>	<u>\$ 183,717</u>	<u>\$ 297,004</u>
<u>County Records Management</u>			
Salaries & Wages	\$ 18,707	\$ 19,284	\$ 23,440
Fringe Benefits	4,667	4,980	6,167
Materials & Supplies	996	1,561	3,250
Maintenance & Utilities	40	25	100
Miscellaneous Services	2,868	3,922	8,350
Total	<u>\$ 27,278</u>	<u>\$ 29,772</u>	<u>\$ 41,307</u>
<u>Tax Office Auto Dealer</u>			
Salaries & Wages	\$ -	\$ -	\$ 4,328
Fringe Benefits	-	-	1,139
Materials & Supplies	-	-	10,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	13,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 28,467</u>



**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>Breath Alcohol Testing</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	147	1,500	5,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	6,055	13,610	8,020
Total	<u>\$ 6,202</u>	<u>\$ 15,110</u>	<u>\$ 13,020</u>
<u>Security Fee</u>			
Salaries & Wages	\$ 546,538	\$ 418,492	\$ 512,846
Fringe Benefits	165,699	132,206	170,398
Materials & Supplies	16,269	1,900	9,849
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 728,506</u>	<u>\$ 552,598</u>	<u>\$ 693,093</u>
<u>DWI Pretrial Diversion</u>			
Salaries & Wages	\$ 32,608	\$ 29,196	\$ 30,270
Fringe Benefits	15,505	15,276	16,349
Materials & Supplies	-	-	2,600
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 48,113</u>	<u>\$ 44,472</u>	<u>\$ 49,219</u>
<u>Misdemeanor Pretrial</u>			
Salaries & Wages	\$ 20,985	\$ 16,017	\$ 30,120
Fringe Benefits	12,718	9,090	16,309
Materials & Supplies	-	-	1,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 33,703</u>	<u>\$ 25,107</u>	<u>\$ 47,929</u>
<u>Veteran's Pretrial Diversion</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	1,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,500</u>
<u>Law Officer Training</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	21,618	16,537	35,200
Maintenance & Utilities	-	-	-
Miscellaneous Services	5,000	5,000	11,000
Total	<u>\$ 26,618</u>	<u>\$ 21,537</u>	<u>\$ 46,200</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>D.A.R.E. Contributions</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	6,677	6,677	8,300
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>6,677</u>	\$ <u>6,677</u>	\$ <u>8,300</u>
<u>Family Protection Fee Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	15,000	15,000	15,000
Total	\$ <u>15,000</u>	\$ <u>15,000</u>	\$ <u>15,000</u>
<u>Deputy Sheriff Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	19,325	25,000	25,000
Total	\$ <u>19,325</u>	\$ <u>25,000</u>	\$ <u>25,000</u>
<u>Constable Pct 1 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	500
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>500</u>
<u>Constable Pct 2 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,356	750	1,500
Total	\$ <u>1,356</u>	\$ <u>750</u>	\$ <u>1,500</u>
<u>Constable Pct 4 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	306	150	1,000
Total	\$ <u>306</u>	\$ <u>150</u>	\$ <u>1,000</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>Constable Pct 6 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	1,800
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>1,800</u>
<u>Constable Pct 7 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	743	-	1,000
Total	\$ <u>743</u>	\$ <u>-</u>	\$ <u>1,000</u>
<u>Constable Pct 8 - Education</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	2,000	3,564
Total	\$ <u>-</u>	\$ <u>2,000</u>	\$ <u>3,564</u>
<u>J.P. Courtroom Technology Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,333	3,500	20,000
Total	\$ <u>3,333</u>	\$ <u>3,500</u>	\$ <u>20,000</u>
<u>District Clerk - Records Management</u>			
Salaries & Wages	\$ 8,224	\$ 8,196	\$ 11,362
Fringe Benefits	2,050	2,112	2,989
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,146	2,146	2,146
Total	\$ <u>12,420</u>	\$ <u>12,454</u>	\$ <u>16,497</u>
<u>Justice Court Building Security</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>Child Abuse Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	500
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>500</u>
<u>D.A. Forfeiture</u>			
Salaries & Wages	\$ 67,679	\$ 60,000	\$ 120,000
Fringe Benefits	-	204	-
Materials & Supplies	-	-	-
Maintenance & Utilities	7,711	5,560	10,000
Miscellaneous Services	-	7,495	7,000
Total	\$ <u>75,390</u>	\$ <u>73,259</u>	\$ <u>137,000</u>
<u>Sheriff's Forfeiture</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	33,431	20,827	48,600
Maintenance & Utilities	68,977	64,301	80,000
Miscellaneous Services	47,205	108,194	84,700
Total	\$ <u>149,613</u>	\$ <u>193,322</u>	\$ <u>213,300</u>
<u>D.A.'s Hot Check</u>			
Salaries & Wages	\$ 2,357	\$ -	\$ 30,000
Fringe Benefits	-	-	-
Materials & Supplies	174	-	3,000
Maintenance & Utilities	-	-	1,000
Miscellaneous Services	3,559	4,127	3,000
Total	\$ <u>6,090</u>	\$ <u>4,127</u>	\$ <u>37,000</u>
<u>Guardianship Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,000	5,000	20,000
Total	\$ <u>2,000</u>	\$ <u>5,000</u>	\$ <u>20,000</u>
<u>Juvenile Delinquency Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	13,980	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>13,980</u>	\$ <u>-</u>	\$ <u>-</u>



**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>County &amp; District Court Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,085	3,000	4,000
Total	<u>\$ 3,085</u>	<u>\$ 3,000</u>	<u>\$ 4,000</u>
<u>District Court Records Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	8,284	200	910
Maintenance & Utilities	-	-	-
Miscellaneous Services	36,089	24,085	24,235
Total	<u>\$ 44,373</u>	<u>\$ 24,285</u>	<u>\$ 25,145</u>
<u>Marine Division</u>			
Salaries & Wages	\$ 1,113,005	\$ 1,153,424	\$ 1,448,275
Fringe Benefits	557,695	510,112	608,871
Materials & Supplies	145,080	146,829	239,550
Maintenance & Utilities	76,506	153,602	208,750
Miscellaneous Services	52,228	59,654	81,200
Total	<u>\$ 1,944,514</u>	<u>\$ 2,023,621</u>	<u>\$ 2,586,646</u>
<u>ASAP - Constable Pct 8</u>			
Salaries & Wages	\$ 524,339	\$ 540,204	\$ 615,819
Fringe Benefits	223,635	256,312	280,625
Materials & Supplies	8,063	6,981	10,500
Maintenance & Utilities	5,175	9,547	8,000
Miscellaneous Services	15,436	17,685	24,855
Total	<u>\$ 776,648</u>	<u>\$ 830,729</u>	<u>\$ 939,799</u>
<u>Sheriff - Spindletop Grant</u>			
Salaries & Wages	\$ 127,640	\$ 134,080	\$ 214,013
Fringe Benefits	49,718	58,632	91,144
Materials & Supplies	4,667	4,638	14,500
Maintenance & Utilities	176	222	-
Miscellaneous Services	-	-	3,750
Total	<u>\$ 182,201</u>	<u>\$ 197,572</u>	<u>\$ 323,407</u>
<u>Sheriff - Spindletop Mental</u>			
Salaries & Wages	\$ 63,712	\$ 66,216	\$ -
Fringe Benefits	23,444	25,272	-
Materials & Supplies	2,131	2,004	-
Maintenance & Utilities	17	24	-
Miscellaneous Services	-	-	-
Total	<u>\$ 89,304</u>	<u>\$ 93,516</u>	<u>\$ -</u>

**SPECIAL REVENUE FUNDS - EDUCATION & RECREATION  
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>Law Library</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	470	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,874	2,872	2,873
Total	\$ <u>3,344</u>	\$ <u>2,872</u>	\$ <u>2,873</u>
<u>Hotel Occupancy Tax</u>			
Salaries & Wages	\$ 255,733	\$ 260,008	\$ 300,759
Fringe Benefits	113,669	121,184	136,881
Materials & Supplies	11,175	11,550	14,700
Maintenance & Utilities	29,388	32,408	41,500
Miscellaneous Services	399,294	414,301	397,573
Total	\$ <u>809,259</u>	\$ <u>839,451</u>	\$ <u>891,413</u>

**SPECIAL REVENUE FUNDS - MAINTENANCE - EQUIPMENT & STRUCTURES**  
**DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<u>Lateral Road - Precinct 1</u>			
Materials & Supplies	\$ -	\$ -	\$ 18,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 18,000</u>
<u>Lateral Road - Precinct 2</u>			
Materials & Supplies	\$ -	\$ -	\$ -
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Lateral Road - Precinct 3</u>			
Materials & Supplies	\$ -	\$ -	\$ -
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Lateral Road - Precinct 4</u>			
Materials & Supplies	\$ 592	\$ 1,000	\$ 8,000
Total	<u>\$ 592</u>	<u>\$ 1,000</u>	<u>\$ 8,000</u>

**CAPITAL OUTLAY  
DEPARTMENT SUMMARY**

	<u>ACTUAL 2016-2017</u>	<u>ESTIMATED 2017-2018</u>	<u>APPROVED 2018-2019</u>
<b><u>DEPARTMENTS</u></b>			
County Clerk - Records Management	\$ 128,854	\$ 1,325	\$ -
County Clerk - Records Archive	-	-	-
County Records Management	62,665	60,000	62,800
Tax Office Auto Dealer	-	-	70,000
Breath Alcohol Testing	-	-	-
Security Fee	17,063	10,000	40,000
DWI Pretrial Division	4,035	-	-
Law Officer Training	-	2,587	150,000
SCAAP Grant	13,328	-	8,300
D.A.R.E. Contributions	479	-	-
Family Protection Fee Fund	-	-	-
Deputy Sheriff Education	-	-	-
Constable Pct 1 - Education	-	-	-
Constable Pct 2 - Education	-	-	-
Constable Pct 4 - Education	-	-	-
Constable Pct 6 - Education	-	-	-
Constable Pct 7 - Education	-	-	-
Constable Pct 8 - Education	-	-	-
J.P. Courtroom Technology Fee	11,733	15,000	40,000
District Clerk - Records Management	-	-	-
Justice Court Building Security	-	-	50,000
Child Abuse Prevention	-	-	-
D.A.'s Forfeiture	-	21,460	15,000
Sheriff's Forfeiture	214,513	187,519	500,000
D.A.'s Hot Check	-	-	-
Guardianship Fee	-	-	-
Juvenile Delinquency Prevention	48,393	25,504	-
County & District Court Technology Fund	5,922	5,000	15,000
District Court Records Technology Fund	-	-	-
Marine Division	54,064	40,705	180,805
ASAP - Constable Pct 8	-	-	-
Sheriff - Spindletop Grant	-	-	-
Sheriff - Spindletop Mental	-	-	-
Law Library	49,974	50,000	50,000
Hotel Occupancy Tax	700,950	150,737	587,212
Lateral Road - Precinct 1	-	-	-
Lateral Road - Precinct 2	-	-	50,000
Lateral Road - Precinct 3	-	-	-
Lateral Road - Precinct 4	-	-	-
Total Capital Outlay	\$ <u>1,311,973</u>	\$ <u>569,837</u>	\$ <u>1,819,117</u>

**SPECIAL REVENUE FUNDS - SPECIAL PURPOSE FUNDING**  
**DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2016-2017</u>	<u>ESTIMATED</u> <u>2017-2018</u>	<u>APPROVED</u> <u>2018-2019</u>
<b><u>DEPARTMENTS</u></b>			
Transfers Out			
Sheriff's Forfeiture	\$ 20,850	\$ 100,000	\$ 75,000
Marine Division	<u>179,829</u>	<u>141,920</u>	<u>-</u>
Total Transfers Out	<u>\$ 200,679</u>	<u>\$ 241,920</u>	<u>\$ 75,000</u>

# **CAPITAL PROJECTS**

# CAPITAL PROJECTS

2018-2019

	BUDGETED	FYTD	ACTUAL		
	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015
Beach Erosion and Dune Restoration	\$ 217,523	\$ 165,691	\$ 40,283	\$ -	\$ 52,189
Labelle Road	79,254	149,541	1,611,318	228,168	677
Storm Water Permitting	15,000	15,662	13,751	18,912	13,858
Security Measures-Mid County/Port Arthur	34,974	-	123	4,903	-
Voting System Annual Payment	370,330	369,835	369,835	369,835	-
Crime Lab Equipment	184,000	-	-	-	-
Energy Savings Measures	127,400	-	-	-	-
Courthouse Waterproofing	178,550	-	-	-	-
Fuel System Upgrade	125,000	-	-	-	-
Total Capital Projects	\$ 1,332,031	\$ 700,729	\$ 2,035,310	\$ 621,818	\$ 66,724

# **CAPITAL PROJECTS**

**2018-2019**

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## **Beach Erosion and Dune Restoration**

This project consists of engineering and consulting services to analyze the damages to the shoreline and dunes as a result of the storm surge from Hurricane Ike. Also, as the County pursues Federal, State, and Grant funds, consultants have been hired to assist the County in its efforts to secure funding for large scale dune restoration from Sabine Pass to High Island. This project has carry-over funding in the amount of \$217,523 to complete this project.

## **Labelle Road**

This project consists of constructing a new road from Highway 124 to Labelle road. The County has awarded a contract for construction of the new road and the roadway is complete pending final acceptance by the County. Funding in the amount of \$79,254 is allocated for 2018-2019.

## **Storm Water Permitting**

This project is for engineering cost associated with the Storm Water Permitting Project. This project will complete our Storm Water Pollution Plan to be approved by the State of Texas. Funding in the amount of \$15,000 is available for 2018-2019.

## **Security Measures-Mid County/Port Arthur**

This project is for enhanced security measures at the Mid County and Port Arthur offices as part of the County's commitment to provide a safer work environment. Funding of \$34,974 from a prior year transfer from the General Fund is available for 2018-2019.

## **Voting System Annual Payment**

This project will track the annual lease payments required for the purchase of the new electronic voting system. Funding in the amount of \$370,330 is available for 2018-2019.



### **Crime Lab Equipment**

This project will track the cost for a new Gas Chromatograph and related equipment to be utilized by the Jefferson County Regional Crime Lab. Funding in the amount of \$184,000 is available for 2018-2019.

### **Energy Savings Measures**

This project will track the expenditures related to upgrades for HVAC control systems anticipated to be replaced after the County completes an Energy Savings audit in early 2019. Funding in the amount of \$127,400 is available for 2018-2019 from a prior year transfer from the General Fund.

### **Courthouse Waterproofing**

This project will track the expenditures related to waterproofing the downtown courthouse facility due to water intrusion from past rain events. Funding in the amount of \$178,550 is available for 2018-2019 from a prior year transfer from the General Fund.

### **Fuel System Upgrade**

This project will track the expenditures related to upgrading the County's fuel systems with enhanced tracking of fuel usage and the latest in communication technology. Funding in the amount of \$125,000 is available for 2018-2019 from a prior year transfer from the General Fund.

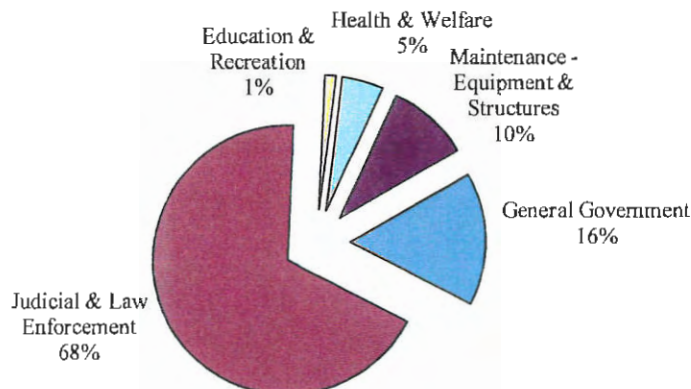


# MISCELLANEOUS

**PERSONNEL SCHEDULES**  
**BUDGETED FUNDS - SUMMARY BY DEPARTMENT**  
**FULL TIME AUTHORIZED POSITIONS**

	Fiscal Year		
	2017-2018	2018-2019	2018-2019
<b>GENERAL FUND</b>			
General Government	160	160	160
Judicial & Law Enforcement	651	652	652
Education & Recreation	8	8	8
Health & Welfare	50	50	50
Maintenance - Equipment & Structures	100	99	99
	<u>969</u>	<u>969</u>	<u>969</u>
<b>SPECIAL REVENUE FUNDS</b>			
General Government	-	-	1
Judicial & Law Enforcement	31	33	33
Education & Recreation	5	5	5
Health & Welfare	-	-	-
Maintenance - Equipment & Structures	-	-	-
	<u>36</u>	<u>38</u>	<u>39</u>
<b>TOTAL BUDGETED FUNDS</b>			
General Government	160	160	161
Judicial & Law Enforcement	682	685	685
Education & Recreation	13	13	13
Health & Welfare	50	50	50
Maintenance - Equipment & Structures	100	99	99
	<u>1,005</u>	<u>1,007</u>	<u>1,008</u>

## FY 2018-2019 Personnel



**PERSONNEL SCHEDULES**  
**COMPENSATION PLAN**

Classified (CCG)		
Grade	Minimum	Maximum
27	21,056	31,585
28	21,582	32,374
29	22,122	33,181
30	22,675	34,014
31	23,242	34,863
32	23,824	35,734
33	24,421	36,629
34	25,031	37,544
35	25,655	38,484
36	26,296	39,445
37	26,953	40,432
38	27,630	41,442
39	28,319	42,478
40	29,028	43,539
41	29,753	44,629
42	30,497	45,745
43	31,258	46,889
44	32,040	48,061
45	32,841	49,262
46	33,661	50,493
47	34,504	51,755
48	35,366	53,048
49	36,251	54,376
50	37,156	55,734
51	38,086	57,128
52	39,036	58,556
53	40,014	60,019
54	41,015	61,522
55	42,040	63,058
56	43,089	64,636
57	44,167	66,250
58	45,272	67,907
59	46,405	69,605
60	47,562	71,344
61	48,751	73,129
62	49,974	74,956
63	51,220	76,832
64	52,502	78,752
65	53,813	80,721
66	55,159	82,740
67	56,538	84,807
68	57,951	86,927
69	59,399	89,102
70	60,886	91,328
71	62,408	93,611
72	63,968	95,951
73	65,567	98,351
74	67,206	100,810
75	68,885	103,329
76	70,609	105,911
77	72,374	108,561
78	74,183	111,276
79	76,037	114,056
80	77,938	116,909
81	79,888	119,831
82	81,885	122,826
83	83,930	125,897
84	86,031	129,043
85	88,180	132,272
86	90,386	135,576
87	92,645	138,967
88	94,961	142,441
89	97,334	146,003
90	99,768	149,651

Classified (CCG) (continued)		
Grade	Minimum	Maximum
91	102,261	153,392
92	104,817	157,228
93	107,440	161,158
94	110,123	165,186

Other Un-Classified (OTH)		
Grade	Minimum	Maximum
1	10,000	175,000

Elected Official (ELE)		
Grade	Minimum	Maximum
1	9,000	175,000

Constable's Contract per Hour (CON)		
Step	Minimum	Maximum
1	26.1429	26.1429
2	27.6357	27.6357
3	28.8220	28.8220
4	30.0080	30.0080
5	31.0698	31.0698
6	32.1412	32.1412
7	33.0974	33.0974
8	34.0735	34.0735
10	40.3008	40.3008

Law Enforcement Contract per Hour (CLE)		
Step	Minimum	Maximum
1	24.6912	24.6912
2	27.4126	27.4126
3	28.5913	28.5913
4	29.7696	29.7696
5	30.8137	30.8137
6	31.8773	31.8773
7	32.8357	32.8357
8	33.3242	33.3242
45	34.8862	34.8862
46	36.5913	36.5913
47	41.1713	41.1713
48	45.1669	45.1669
65	35.5839	35.5839
66	37.3232	37.3232

Detention Contract per Hour (CL2)		
Step	Minimum	Maximum
1	18.0808	18.0808
2	20.6310	20.6310
3	22.0429	22.0429
4	23.1194	23.1194
5	24.7431	24.7431
6	25.2461	25.2461
7	26.0049	26.0049
8	26.3932	26.3932
45	32.1289	32.1289
46	33.6994	33.6994
47	37.9173	37.9173
48	41.5973	41.5973
65	32.7715	32.7715
66	34.3734	34.3734

**PERSONNEL SCHEDULES**  
**BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION**  
**FULL TIME AUTHORIZED POSITIONS**

	<u>Grade</u>		<u>FTE</u>
<b><u>Elected Official</u></b>	ELE	1	39
<b><u>Clerical, Administrative &amp; Fiscal</u></b>			
OFFICE ASSISTANT	CCG	34	2
RECEPTIONIST/CLERK	CCG	34	8
OFFICE SPECIALIST	CCG	38	21
SENIOR OFFICE SPECIALIST	CCG	43	16
ADMINISTRATIVE OFFICE SPECIALIST	CCG	46	8
OFFICE MANAGER	CCG	51	1
ELECTIONS MANAGER	CCG	64	1
ADMINISTRATIVE OPERATIONS MANAGER	CCG	59	6
ADMINISTRATIVE MANAGER TO DISTRICT ATTORNEY	CCG	60	1
DEPUTY COUNTY CLERK	CCG	40	15
SENIOR DEPUTY COUNTY CLERK	CCG	43	11
ADMINISTRATIVE DEPUTY COUNTY CLERK	CCG	53	1
CHIEF DEPUTY COUNTY CLERK	CCG	65	1
COUNTY CLERK ADMINISTRATOR	CCG	61	1
SECRETARY	CCG	38	13
SENIOR SECRETARY	CCG	45	13
ADMINISTRATIVE SECRETARY	CCG	50	14
ACCOUNT CLERK	CCG	40	44
SENIOR ACCOUNT CLERK	CCG	43	8
ACCOUNTING TECHNICIAN	CCG	53	7
COURT CLERK	CCG	40	6
SENIOR COURT CLERK	CCG	43	14
ADMINISTRATIVE AID TO COUNTY JUDGE	CCG	53	1
COURT COORDINATOR	CCG	53	21
ASSOCIATE COURT ADMINISTRATOR	CCG	53	11
CHIEF APPELLATE/WRIT DIVISION ASSISTANT	CCG	53	1
COORDINATOR/INDIGENT DEFENSE	CCG	53	1
DEPUTY DISTRICT CLERK	CCG	40	18
ADMINISTRATIVE DEPUTY DISTRICT CLERK	CCG	53	3
CHIEF DEPUTY DISTRICT CLERK	CCG	65	1
SENIOR DEPUTY DISTRICT CLERK	CCG	43	3
SENIOR BUYER	CCG	49	2
ASSISTANT PURCHASING AGENT	CCG	61	1
PURCHASING AGENT	CCG	75	1
CONTRACT SPECIALIST	CCG	55	1
COMPUTER SERVICES TECHNICIAN/OPERATOR	CCG	49	1
PERSONAL COMPUTER TECHNICIAN	CCG	49	5
PERSONAL COMPUTER TECHNICIAN II	CCG	52	1
ANALYST/PROGRAMMER	CCG	62	2



## PERSONNEL SCHEDULES

### BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION FULL TIME AUTHORIZED POSITIONS

	Grade	FTE
PROGRAMMER/ANALYST	CCG 65	4
SENIOR PROGRAMMER/ANALYST	CCG 70	2
COMPUTER SYSTEMS ADMINISTRATOR	CCG 68	3
ASSISTANT DIRECTOR OF MIS	CCG 79	1
DIRECTOR OF MIS	CCG 86	1
FINANCIAL TECHNICIANS	CCG 48	6
FINANCIAL ANALYST	CCG 59	3
FINANCIAL MANAGER	CCG 71	3
CHIEF DEPUTY TAX ASSESSOR	CCG 69	1
CHIEF DEPUTY COUNTY TREASURER	CCG 54	1
1ST ASSISTANT COUNTY AUDITOR	CCG 79	1
COUNTY AUDITOR	CCG 91	1
BENEFITS MANAGER	CCG 69	1
SENIOR BENEFITS ANALYST	CCG 56	2
HUMAN RESOURCE ASSISTANT	CCG 48	1
EMP RELATIONS/COMPENSATION MGR	CCG 66	1
DIRECTOR OF HR & RISK MANAGEMENT	CCG 88	1
SENIOR PERSONNEL SPECIALIST	CCG 56	1
VOTING ASSISTANTS	CCG 41	2
<b><u>Law Enforcement</u></b>		
TELECOMMUNICATOR	CCG 42	9
SENIOR TELECOMMUNICATOR	CCG 46	1
TELECOMMUNICATION SENIOR SUPERVISOR	CCG 54	1
ASSISTANT EMERGENCY MANAGEMENT COORDINATOR	CCG 57	1
ASSISTANT CHIEF DEPUTY SHERIFF	CCG 71	1
CHIEF DEPUTY SHERIFF	CCG 77	2
JUVENILE DETENTION OFFICER	CCG 42	13
LEAD JUVENILE DETENTION OFFICE	CCG 50	4
JUVENILE DETENTION SUPERINTENDENT	CCG 70	1
COOK	CCG 31	1
FOOD SERVICE MANAGER	CCG 52	1
CRIME LAB TECHNICIAN	CCG 48	2
FORENSIC SCIENTISTS	CCG 69	8
DIRECTOR OF CRIME LAB	CCG 72	1
<b><u>Labor, Trades &amp; Maintenance</u></b>		
SIGN FABRICATOR	CCG 42	1
PAINTER	CCG 46	2
CARPENTER	CCG 55	4
PLUMBER	CCG 56	2
HEATING, VENT & AC MECHANIC	CCG 57	2
WELDER	CCG 50	1

## PERSONNEL SCHEDULES

### BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION FULL TIME AUTHORIZED POSITIONS

	<u>Grade</u>		<u>FTE</u>
ELECTRICIAN	CCG	58	2
LEAD PRINTER	CCG	49	1
UTILITY MAINT. WORKER/MULTICRAFT	CCG	40	9
UTILITY MAINT. WORKER - ST&HWY	CCG	44	4
MAINTENANCE TECHNICIAN	CCG	52	1
VAN DRIVER	CCG	36	2
EQUIP OPERATOR/MAINT. WORKER	CCG	47	12
SENIOR EQUIP OPERATOR/MAINT. WORKER	CCG	52	19
AUTOMOBILE MECHANIC	CCG	48	3
HEAVY EQUIPMENT MECHANIC	CCG	53	5
DIRECTOR OF SERVICE CENTER	CCG	59	1
GROUNDSKEEPER	CCG	32	1
BUILDING MAINTENANCE SUPERVISOR	CCG	58	2
SUPERINTENDENT OF BUILDING MAINTENANCE	CCG	62	1
DIRECTOR OF BUILDING MAINTENANCE	CCG	69	1
ROAD FOREMAN	CCG	56	5
ASSISTANT SUPERINTENDENT	CCG	58	3
PRECINCT ROAD SUPERINTENDENT	CCG	69	4
ENGINEERING SPECIALIST	CCG	62	6
ENGINEERING SUPERINTENDENT	CCG	71	1
DIRECTOR OF ENGINEERING	CCG	86	1
AIRCRAFT MECHANIC	CCG	62	1
PILOT/AIRCRAFT MECHANIC	CCG	63	1
PILOT/AVIATION SUPERVISOR	CCG	65	1
PILOT/ MECHANICAL SUPERVISOR	CCG	65	1
HERBICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & VOTING MACHINE TECH	CCG	43	1
MOSQUITO CONTROL OPERATIONS FOREMAN	CCG	52	2
ENTOMOLOGIST	CCG	62	1
DIRECTOR OF MOSQUITO CONTROL	CCG	75	1
<b><u>Nursing &amp; Public Health</u></b>			
PUBLIC HEALTH NURSE	CCG	63	4
ADMINISTRATIVE CLINICAL COORDINATOR/LVN	CCG	56	1
PUBLIC HEALTH NURSING SUPERVISOR	CCG	65	2
PHARMACIST	CCG	89	1
NURSE PRACTITIONER	CCG	80	1
MEDICAL ASSISTANT	CCG	41	1
PHARMACY TECHNICIAN	CCG	36	1
ADMINISTRATIVE DIRECTOR OF H&W	CCG	72	1



## PERSONNEL SCHEDULES

### BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION

#### FULL TIME AUTHORIZED POSITIONS

	<u>Grade</u>		<u>FTE</u>
ENVIRONMENTAL HEALTH INSPECTOR	CCG	52	2
DIRECTOR OF ENVIRONMENTAL CONTROL	CCG	66	1
<b><u>Human &amp; Social Services</u></b>			
JUVENILE PROBATION OFFICER	CCG	51	9
JUVENILE CASEWORK SUPERVISOR	CCG	61	4
JUVENILE CASEWORK MANAGER	CCG	67	2
WELFARE CASEWORKER	CCG	49	6
WELFARE CASEWORK SUPERVISOR	CCG	58	2
VETERANS SERVICE SUPERVISOR	CCG	49	1
VETERANS COUNTY SERVICE OFFICER	CCG	60	1
DIRECTOR OF JUV PROB & DETENTION	CCG	85	1
DIRECTOR OF VISITOR'S CENTER	CCG	62	1
CASE AIDE	CCG	43	1
SENIOR CASE MANAGER	CCG	43	1
CASE COORDINATOR	CCG	38	1
DIRECTOR OF DISPUTE RESOLUTION	CCG	69	1
<b><u>Other Un-Classified or Contract</u></b>			
DETENTION OFFICER	CL2	1-8	220
BAILIFF	CLE	1-8	7
SHERIFF'S DEPUTY	CLE	1-8	81
UNION ADMIN ASSISTANT	CLE	45/47	8
SERGEANT	CL2/CLE	45/65	19
LIEUTENANT	CL2/CLE	46/66	16
CAPTAIN	CL2/CLE	47	9
MAJOR	CL2/CLE	48	3
CONSTABLE DEPUTY	CON	1-10	23
ASSOCIATE JUDGE	OTH	1	1
ATTORNEY	OTH	1	30
INVESTIGATOR ASSISTANT	OTH	1	1
INVESTIGATOR	OTH	1	5
EXECUTIVE ASSISTANT	OTH	1	2
ASSISTANT TO COUNTY JUDGE	OTH	1	1
COURT REPORTER	OTH	1	14
EMERGENCY MANAGEMENT COORDINATOR	OTH	1	1
AGRICULTURE EXTENSION AGENT	OTH	1	5
<b>Total</b>			<u><u>1,008</u></u>

# JEFFERSON COUNTY, TEXAS

## MISCELLANEOUS STATISTICS

### ELECTED COUNTY OFFICIALS

<u>Commissioners' Court</u>	<u>Length of Service</u>	<u>Term Expires</u>
Jeff Branick, County Judge	7 Years	12/31/2018
William "Eddie" Arnold, Commissioner, Pct. 1	13 Years	12/31/2020
Brent Weaver, Commissioner, Pct. 2	7 Years	12/31/2018
Michael "Shane" Sinegal, Commissioner, Pct. 3	9 Years	12/31/2020
Everette "Bo" Alfred, Commissioner, Pct. 4	15 Years	12/31/2018

### OTHER ELECTED COUNTY OFFICIALS

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>	<u>Term Expires</u>
Carolyn Guidry	County Clerk	13 Years	12/31/2018
Robert "Bob" Wortham	District Attorney	3 Year	12/31/2018
Allison Getz	Tax Assessor Collector	3 Year	12/31/2020
Jonathan "Tim" Funchess	County Treasurer	7 Years	12/31/2018
Zena Stephens	Sheriff	1 Year	12/31/2020
Jamie Smith	District Clerk	3 Year	12/31/2018
Kenneth Dollinger	Justice of the Peace Pct. 1 Pl. 1	21 Years	12/31/2020
Nancy Beaulieu	Justice of the Peace Pct. 1 Pl. 2	7 Years	12/31/2018
Marcus DeRouen	Justice of the Peace Pct. 2	7 Years	12/31/2018
Ray Chesson	Justice of the Peace Pct. 4	21 Years	12/31/2018
Ransom "Duce" Jones	Justice of the Peace Pct. 6	11 Years	12/31/2018
James Burnett	Justice of the Peace Pct. 7	15 Years	12/31/2018
Tom Gillam	Justice of the Peace Pct. 8	16 Years	12/31/2018
Charles Wiggins	Constable Pct. 1	< 1 Year	12/31/2018
Christopher Bates	Constable Pct. 2	5 Years	12/31/2020
Charles "Bryan" Werner	Constable Pct. 4	1 Year	12/31/2020
Dana Baker	Constable Pct. 6	5 Years	12/31/2020
Robert "Bobby" Adams Jr	Constable Pct. 7	1 Year	12/31/2020
Eddie Collins	Constable Pct. 8	25 Years	12/31/2020
Gerald Eddins	Judge, County Court at Law #1	5 Year	12/31/2020
Terrence Holmes	Judge, County Court at Law #2	1 Year	12/31/2020
Clint Woods	Judge, County Court at Law #3	3 Years	12/31/2018
John Stevens	Judge, Criminal District Court	11 Years	12/31/2018
Jayne "Raquel" West	Judge, 252nd District Court	3 Years	12/31/2018
Wayne "Kent" Walston	Judge, 58th District Court	3 Years	12/31/2018
Justin Sanderson	Judge, 60th District Court	1 Year	12/31/2020
Baylor Wortham	Judge, 136th District Court	1 Year	12/31/2020
Donald Floyd	Judge, 172nd District Court	34 Years	12/31/2018
Jeffrey "Randy" Shelton	Judge, 279th District Court	11 Years	12/31/2018
Lawrence Thorne	Judge, 317th District Court	19 Years	12/31/2018

# JEFFERSON COUNTY, TEXAS

## MISCELLANEOUS STATISTICS

### APPOINTED OFFICIALS

Name	Position	Length of Service	Term Expires
James "Patrick" Swain	County Auditor	22 Years	12/31/2018
Deborah Clark	Purchasing Agent	9 Years	12/31/2018
Don Rao	Engineering	7 Years	
Starla Garlick	Agricultural Extension Service	10 Years	
Alex Rupp	Airport	5 Years	
Jose "Joe" Zurita, Jr	Service Center	2 Year	
	Buildings Maintenance -		
Greg Keller	Beaumont	< 1 Year	
	Buildings Maintenance - Port		
Mark Benard	Arthur	21 Years	
Larry Gist	Court Master	21 Years	
Paul Helegda	MIS	20 Years	
Kara Hawthorn	Dispute Resolution Center	7 Years	
Mike White	Emergency Management	< 1 Year	
Rhonda Conlin	Environmental Control	2 Year	
Dr. A.C. Walkes	Health and Welfare Units	29 Years	
Leslie Little	Nurse Practitioner	7 Years	
	Human Resources & Risk		
Cary Erickson	Management	25 Years	
Edward Cockrell	Juvenile Probation & Detention	7 Years	
Kevin Sexton	Mosquito Control	8 Years	
Hilary Guest	Veterans Services Offices	16 Years	

### CONSULTANTS AND ADVISORS

Certified Public Accountants	Whitley Penn Houston, Texas
Co-Bond Counsel	Creighton, Fox, Johnson & Mills PLLC and Germer PLLC Beaumont, Texas
Financial Advisor	U.S. Capital Advisors, Houston, Texas

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**Date of Creation** 1836

**Date of Organization** 1837

**Location**

Upper Texas Coast

Component of Beaumont-Port Arthur MSA

**County Seat**

Beaumont, Texas

**Economy Base**

Petroleum refining

Production and processing of petrochemicals

Fabrication of steel and steel products

Shipping activity

Manufacture of wood, pulp, food, and feed products

Agriculture

Health care services

**Land Area (A)** 876.3 square miles

**Maintained Roads** 371.13

**Bond Rating** "Aa2" Moody's Investors Service, Inc.  
"AA-" Standard & Poor's Ratings Services

# JEFFERSON COUNTY, TEXAS

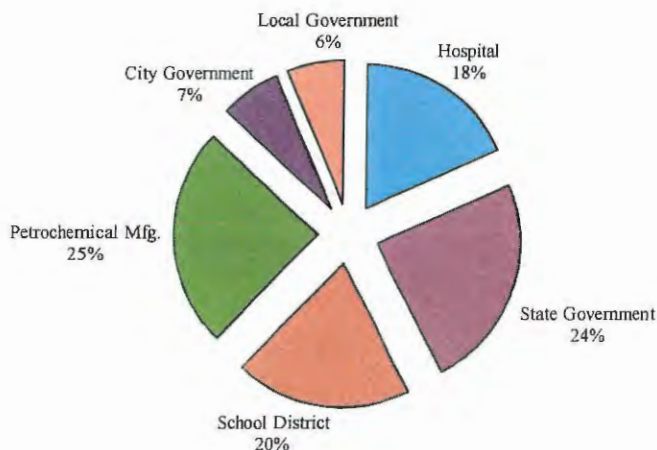
## MISCELLANEOUS STATISTICS

### Employment Statistics (A)

<u>Fiscal Year</u>	<u>Civilian Labor Force</u>	<u>Total Employment</u>	<u>Total Unemployment</u>	<u>Percent Unemployment</u>
2009	115,438	104,421	11,017	9.5%
2010	113,217	100,371	12,846	11.3%
2011	115,463	102,305	13,158	11.4%
2012	113,611	101,055	12,556	11.1%
2013	111,265	99,171	12,094	10.9%
2014	110,139	101,022	9,117	8.3%
2015	107,873	100,367	7,506	7.0%
2016	107,298	99,789	7,509	7.0%
2017	107,321	99,467	7,854	7.3%
2018 (B)	107,193	99,911	7,282	6.8%

### Top Ten Major Employers County (C)

<u>Company</u>	<u>Industry</u>	<u>Employees</u>
State of Texas	State Government	4,433
Beaumont ISD	School District	2,366
Exxon Mobil Oil Corporation	Petrochemical Mfg.	2,189
Christus Health Southeast Texas	Hospital	1,895
Motiva Enterprises	Petrochemical Mfg.	1,540
Memorial Hermann Baptist Hospital	Hospital	1,475
Port Arthur ISD	School District	1,251
City of Beaumont	City Government	1,248
Jefferson County	Local Government	1,154
Valero	Petrochemical Mfg.	818



(A) Source: Labor Market Statistics - Texas Workforce Commission

(B) Average through end of July, 2018 (not finalized).

(C) Source: Local surveys

**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**Population (A)**

<u>Year</u>	<u>County</u>	<u>City of Beaumont</u>	<u>City of Port Arthur</u>	<u>Beaumont- Port Arthur MSA</u>
1960	245,659	119,175	66,676	306,016
1970	246,402	117,548	57,371	347,568
1980	250,938	118,102	61,195	375,497
1990	239,397	114,323	58,724	361,226
2000	252,051	113,866	57,755	385,090
2010	252,277	118,296	53,818	388,749
Current Estimate	256,299	119,114	55,498	398,485

**Demographics**

<u>Fiscal Year</u>	<u>Population (a)</u>	<u>Per Capita Personal Income (b)</u>	<u>Median Age (a)</u>	<u>School Enrollment (a)</u>
2008	241,975	\$ 31,756	36.7	62,290
2009	242,142	\$ 33,795	36.5	61,721
2010	252,273	\$ 36,071	35.6	62,433
2011	252,273	\$ 37,139	36.0	63,371
2012	252,802	\$ 38,712	35.9	63,371
2013	251,813	\$ 38,357	36.0	63,433
2014	252,358	\$ 39,958	35.9	63,350
2015	252,235	\$ 39,532	35.9	61,768
2016	254,308	\$ 42,505	35.9	60,809
2017	254,679	\$ 44,965	36.0	59,927

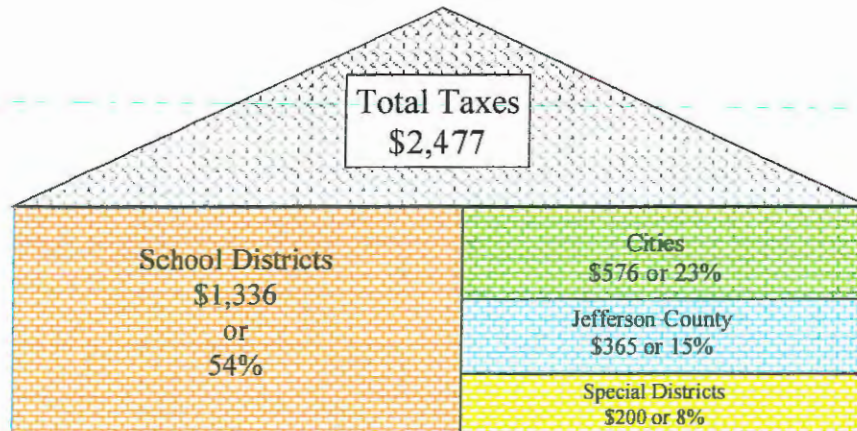
(A) Source: <http://www.census.gov>

(B) Source: Texas Workforce Commission



**JEFFERSON COUNTY, TEXAS**  
**MISCELLANEOUS STATISTICS**

**Property Tax Analysis for a \$100,000 Home in Tax Year 2017 (A)**



County taxes for fiscal year 2017-2018 and fiscal year 2018-2019 for a \$100,000 home would be \$364.98 based on the property tax rate of .364977¢ per \$100 valuation.

**Ten Year History of Abated Property Tax Values (B)**

Tax Year	# of Companies	Value Loss Due to Abatement	Tax Loss	Tax Rate
2008	15	2,129,196,020	\$ 7,771,565	0.00365000
2009	12	923,906,330	3,372,258	0.00365000
2010	13	790,191,580	2,884,199	0.00365000
2011	11	766,817,130	2,798,883	0.00365000
2012	9	1,196,539,640	4,367,370	0.00365000
2013	9	1,877,188,020	6,851,736	0.00365000
2014	7	1,259,803,019	4,598,281	0.00365000
2015	9	1,280,440,084	4,673,606	0.00365000
2016	17	1,176,803,900	4,295,334	0.00365000
2017	21	1,787,143,387	6,522,662	0.00364977
			<u><u>\$ 48,135,894</u></u>	

(A) Source: <http://www.jcad.org>

(B) Source: [http://www.jcad.org/reports\\_abate.aspx](http://www.jcad.org/reports_abate.aspx)

## **GLOSSARY OF TERMS**

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**Accrual Basis**—A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

**Actual** - Final audited revenue or expenditure data for the fiscal year indicated.

**Ad Valorem Tax** — A tax levied against the value of real or personal property. Valuations are assessed by Jefferson County Appraisal District.

**Allocation**—Component of an appropriation earmarking expenditures for a specific purpose and/or level of organization.

**Appropriation**—A legal authorization to incur obligations and to make expenditures for specific purposes.

**Appraisal Value** – To make an estimate of value for the purpose of taxation.

**Appraisal District** – An independent governmental entity responsible for appraising property within a county. The Appraisal District certifies the county assessed valuations.

**Assessed Valuation**—The valuation set upon real estate and certain personal property by the Assessor as a basis for levying property taxes.

**Asset**—Resources owned or held by a government which have monetary value.

**Available Fund Balance**—The portion of a fund's balance that is not restricted for a specific purpose and may be used for general appropriation.

**Balanced Budget** – According to GAAP a balanced budget is one in which the total expenditures do not exceed the total resources, or total estimated revenues plus reserves.

**Bond**—A written promise to pay to things: 1) a principle amount on a specified date, and 2) a series of interest payments for the term of the bond.

**Bond Rating**—Organizations like Standard and Poor's and Moody's rate the riskiness of government-issued securities and gives each security a bond rating.

**Bonded Indebtedness** – The total amount of principle and interest due on bonds which have been sold to finance capital projects such as streets, bridges, and buildings. The most prevalent types of bonds are general obligation or revenue bonds.

**Bond Refunding**—The payoff and re-issuance of bonds, to obtain better interest rates and/or bond conditions.



## **GLOSSARY OF TERMS**

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**Budget**—A plan of financial activity for a specified period of time (fiscal year or biennium) indicating all planned revenues and expenses for the budget period.

**Budget Amendment** – A change in the authorized level of funding for an organization or line item account code that increases the total budget. Ideally, amendments increase total revenues and total expenditures by an equal amount. Amendments are made only with Commissioners' Court approval.

**Budgetary Basis**—This refers to the basis of accounting used to estimate financing sources and uses in the budget. These generally take one of three forms: GAAP, cash, or modified accrual.

**Budget Calendar**—The schedule of key dates, which a government follows in the preparation and adoption of the budget.

**Budgetary Control**—The control or management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources.

**Callable** – A financing term referring to debt service bonds which means the bonds can be retired, or paid off, earlier than the due date without penalty.

**Capital Expenditures** – Includes all purchases that will be capitalized, both items purchased within individual departments and purchased with capital project funds. Also includes items formerly classified as capital whose purchase amount is between \$5,000 and \$9,999.99 for content insurance purposes.

**Capital Outlay**—(Also known as capital assets) - Fixed assets which meets the estimated useful life and monetary cost criteria and warrants capitalization in the financial statements. All items owned by an organization can rightfully be considered assets, but as a practical matter, organizations do not capitalize all of them. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year.

**Capital Project**—Major construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increases their useful life. Also called capital improvements.

**Capital Project Fund** – A fund used to account for the financial resources designated for major capital acquisitions of construction. Separate funds are required for each capital project per GAAP.

**Capitalization** – An accounting treatment whereby an item is recorded as an asset on the balance sheet rather than as an expense of the current period.

**Cash Basis**—A basis of accounting in which transactions are recognized only when cash is increased or decreased.

## **GLOSSARY OF TERMS**

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**Categorical** – A method of accounting for expenditures in summary format (i.e. salaries & wages, fringe benefits, materials & supplies, maintenance & utilities, & miscellaneous services).

**Certificates of Obligation** – Debt instruments, similar to bonds, sold to the public to finance the county's capital projects. This type of debt is usually repaid in annual installments over a period of 5 – 25 years.

**Charges for Services** – see Fees of Office.

**Contingency**—A budgetary reserve set-aside for emergencies or unforeseen expenditures not otherwise budgeted.

**Contractual Services**—Services rendered to a government by private firms, individuals, or other governmental agencies. Examples include rent, maintenance agreements, and professional consulting services.

**Current Taxes** – Taxes that are levied and collected prior to being delinquent. The tax year begins October 1<sup>st</sup>. Taxes are delinquent on February 1<sup>st</sup>, after which time penalty and interest charges accrue.

**Debt Service**—The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

**Debt Service Fund** – A fund used to account for the accumulation and disbursement of resources associated with the county's debt obligations. Statutorily separate funds are required for each debt obligation.

**Delinquent Taxes** – Taxes that remain unpaid at February 1<sup>st</sup>. Taxes are delinquent on February 1<sup>st</sup>, after which time penalty and interest charges accrue. Attorney fees are assessed beginning July 1<sup>st</sup>.

**Department (Organization)** – The organizational unit which is functioning separately in its delivery of service.

**Disbursement**—The expenditure of monies from an account.

**Employee (or Fringe) Benefits**—Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's share of costs for Social Security and the various pensions, medical, and life insurance plans.

**Encumbrance**—The commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

**Estimated Revenue** – The amount of projected revenue for the fiscal cycle. Projections are generally based on prior experiences or increased fees.

## **GLOSSARY OF TERMS**

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**Expenditure**—The payment of cash on the transfer of property or services for the purpose of acquiring an asset, service, or settling a loss.

**Expense**—Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest, or other charges.

**Fees (Fees of Office)** – Revenue charged or charged for services by various county departments to provide a service to the public or another governmental entity.

**Fines and Forfeitures** – Revenue generated through fines assessed by various courts. Forfeitures are payment as penalty assessed by the Courts through bail bond and property forfeitures.

**Fiscal Policy**—A government's policies with respect to revenues spending and debt management as these relate to government services, programs, and capital investment. Fiscal policy provides an agreed-upon set of principles for the planning and programming of government budgets and their funding.

**Fiscal Year**—A twelve-month period designated as the operating year for accounting and budgeting, and financial reporting purposes. Jefferson County's fiscal year is October 1<sup>st</sup> through September 30<sup>th</sup>.

**Fund**—A fiscal entity with revenues and expenses, which are segregated for the purpose of carrying out a specific purpose or activity.

**Fund Balance** - The excess of the assets of a fund over its liabilities, reserves, and carryover.

**Generally Accepted Accounting Principles (GAAP)** – Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

**General Obligation Bond**—This type of bond is backed by the full faith, credit, and taxing power of the government.

**Goal** – A statement of broad direction, purpose, or intent based on the needs of the community. A goal is general and timeless.

**Grants** – A contribution by a government agency or other organization to support a particular function. Grants may be classified as either operational or capital and they are restricted for specific purposes. Because grants are presented to the Commissioners' Court throughout the year, the grant budgets and accountings are maintained separately from this document.

**Hourly**—An employee who fills a temporary or short-term position. Such employees provide contingency staffing for government operations during peak workloads or to address temporary staffing needs. Hourly employees are paid on a per-hour basis and receive limited benefits.

## **GLOSSARY OF TERMS**

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**Interfund Transfers** – The movement of monies between funds of the same governmental entity.

**Intergovernmental Revenue** – Funds received from federal, state, and local government sources in the form of grants and shared revenues.

**Levy**—To impose taxes for the support of government activities.

**Line-Item Budget**—A budget prepared along departmental lines that focuses on what is to be bought.

**Long-Term Debt**—Debt with a maturity of more than one year after the date of issuance.

**Mandate** – A formal order from State authorities to County government to make mandatory.

**Maintenance and Utilities**— Expenditures made for maintenance of buildings, vehicles and equipment, and utilities such as electricity, water, and gas necessary to conduct departmental operations.

**Materials and Supplies**—Expendable materials and operating supplies necessary to conduct departmental operations.

**Modified Accrual Basis** – Revenues are recognized in the accounting period in which they become available and measurable. Expenditures are recognized in the accounting period in which the fund liability is incurred.

**Non-callable** – A financing term referring to debt service bonds which means the bonds cannot be retired, or paid off, earlier than the due date.

**Objective**—Something to be accomplished in specific, well-defined, and measurable terms and that is achievable within a specific time frame.

**Obligations**—Amounts which a government may be legally required to meet out of its resources. They include not only actual liabilities, but also encumbrances not yet paid.

**Operating Revenue**—Funds that the government receives as income to pay for ongoing operations. It includes such items as taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

**Operating Expenses**—The cost for personnel, materials, and equipment required for a department to function.

**Output Indicators** – A unit of work accomplished, without reference to the resources required to do the work. Output indicators do not reflect the effectiveness or efficiency of the work performed.



## **GLOSSARY OF TERMS**

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**Other Financing Sources** -- Includes transfers from other funds, sale of capital assets, insurance proceeds, bond proceeds, and other funding that is not considered to be revenue according to GAAP.

**Other Financing Uses** -- Includes transfers to other funds and other funding that is not considered expenditures according to GAAP.

**Pay-as-you-go Basis** -- A term used to describe a financial policy by which capital outlays are purchased from current resources rather than through borrowing.

**Performance Indicators** -- Specific quantitative and/or qualitative measures of work performed as an objective of specific departments or programs. Data is collected to establish trend patterns concerning workloads and/or determine how effective or efficient a program is in achieving its objectives.

**Personal Services**—Expenditures for salaries, wages, and fringe benefits of a government's employees.

**Program**—A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible.

**Records Management** -- This term applies to the management of county records and government documents. Fees are budgeted for collection and expenses for the safeguarding of records according to the Texas Records Management Act.

**Reserve**—An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

**Resolution** -- A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

**Resources**—Total amounts available for appropriation including estimated revenues, fund transfers, and beginning balances.

**Revenue**—Sources of income financing the operations of government.

**Salaries & Wages** -- The cost of all labor related expenses required for a department to function, including but not limited to salaries, merit, cost of living adjustments, etc.

**Source of Revenue**—Revenues are classified according to their source or point of origin.

**Special Revenue Funds** -- These funds are set up to keep track of segregated revenue activities.

**Statute** -- A law enacted by the legislative assembly.

**Tax Rate** -- A percentage applies to all taxable property to raise general revenues.

## **GLOSSARY OF TERMS**

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**Tax Rate Limit** – The maximum rate at which a government may levy a tax. The limit may apply to taxes raised for a particular purpose, or to taxes imposed for all purposes, and may apply to a single government, to a class of governments, or to all governments operating in a particular area. Overall tax rate limits usually restrict levies for all purposes and of all governments, state, and local, having jurisdiction in a given area.

**Tax Levy**—The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

**Taxes**—Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the people. This term does not include specific charges made against particular persons or property for current or permanent benefit, such as special assessments.

**Transfers In/Out**—Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

**Unencumbered Balance** – The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purposes.

**Unreserved Fund Balance**—The portion of a fund's balance that is not restricted for a specific purpose and is available for general appropriation.

**User Charges**—The payment of a fee for direct receipt of a public service by the party who benefits from the service.

## **GLOSSARY OF TERMS**

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### **ACROYNMS**

<b>AC -</b>	Air Conditioning
<b>ADA -</b>	American with Disabilities Act
<b>ASAP -</b>	Absent Student Assistance Project
<b>BMT -</b>	Beaumont
<b>CAFR -</b>	Comprehensive Annual Financial Report
<b>CCTV -</b>	Close Circuit Television
<b>CD -</b>	Compact Disc
<b>CEPRA -</b>	Coastal Erosion Planning and Response Account
<b>CI -</b>	Criminal Investigation
<b>COLA -</b>	Cost of Living Increase
<b>CPI -</b>	Consumer Price Index
<b>DA -</b>	District Attorney
<b>DARE -</b>	Drug Abuse Resistance Education
<b>DR -</b>	Doctor
<b>DVD -</b>	Digital Versatile Disk
<b>FAA -</b>	Federal Aviation Administration
<b>FTE -</b>	Full-time Equivalent
<b>GAAP -</b>	General Accepted Accounting Principles
<b>GC/MC -</b>	Gas chromatograph/mass spectrometer
<b>GFOA -</b>	Government Finance Officer Association
<b>HP -</b>	Hewlett Packard

## **GLOSSARY OF TERMS**

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### **ACROYNMS - continued**

<b>HP -</b>	Horse Power
<b>HR -</b>	Hour
<b>HR -</b>	Human Resources
<b>H&amp;W -</b>	Health & Welfare
<b>HWY -</b>	Highway
<b>IA -</b>	Internal Affairs
<b>IBM -</b>	International Business Machines
<b>ID -</b>	Identification
<b>ISD -</b>	Independent School District
<b>JC -</b>	Jefferson County
<b>JP -</b>	Justice of the Peace
<b>LGC -</b>	Local Government Code
<b>LNG -</b>	Liquified Natural Gas
<b>LT -</b>	Lieutenant
<b>MB -</b>	Megabyte
<b>MFG -</b>	Manufacturing
<b>MIS -</b>	Management Information Systems
<b>MSA -</b>	Metropolitan Statistical Area
<b>NO -</b>	Number
<b>PA -</b>	Port Arthur
<b>PCT -</b>	Precinct



## **GLOSSARY OF TERMS**

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### **ACROYNMS - continued**

<b>RAM -</b>	Random Access Memory
<b>RFP -</b>	Request for Proposal
<b>ROW -</b>	Right of Way
<b>RTV -</b>	Rugged Terrain Vehicle
<b>SCAAP -</b>	State Criminal Alien Assistance Program
<b>ST -</b>	State
<b>SUV -</b>	Sports Utility Vehicle
<b>TXDOT -</b>	Texas Department of Transportation
<b>UHF -</b>	Ultra High Frequency
<b>US -</b>	United States
<b>VOIP -</b>	Voice over Internet Protocol



STATE OF TEXAS  
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

AMENDMENT #1

To Extend Term

This Amendment is made to the **Interlocal Cooperation Contract** previously executed by and between Spindletop Center ("Center") and Jefferson County ("County") with the original contract period of 07/01/2018 – 08/31/2018 with automatic renewal on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated.

It is mutually understood and agreed by and between the undersigned contracting parties to amend said previously executed Contract effective September 1, 2018 as follows:

Both parties acknowledge and agree to the automatic renewal of the Contract at the same amount in effect at the time of the initial term.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

**Spindletop Center**

Holly Borel  
Chief Executive Officer

5/13/18  
Date

**County of Jefferson**

Jeff Branick  
County Judge

10/1/18  
Date

**Jefferson County Sheriff**

Zena Stephens  
County Sheriff

Attest:

Carolyn Guidry  
County Clerk

Address: Jefferson County  
Attn: County Auditor  
1149 Pearl Street, 7<sup>th</sup> Floor  
Beaumont, TX 77701



**STATE OF TEXAS  
COUNTY OF JEFFERSON**

**INTERLOCAL COOPERATION CONTRACT**

This **Agreement** is made and entered into by and between **Spindletop Center**, a unit of local government whose principal office is in Beaumont, Jefferson County, Texas, "**Center**" and the **County of Jefferson**, a political subdivision of the State of Texas, "**County**". The purpose of this **Agreement** is to fund **Mental Health Liaison** positions for the **Mental Health Liaison Program** and is authorized pursuant to Chapter 791, Texas Government Code.

**Spindletop Center**, a community center and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this **Agreement**.

In consideration of the mutual **Agreements** contained herein, the parties agree as follows:

**I.**

**TERM OF AGREEMENT**

The initial term of this **Agreement** shall begin on **July 1, 2018** and shall automatically renew on **September 1** of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the **Agreement** is executed by both parties or this **Agreement** is terminated.

**II.**

**SERVICES**

**Center** is designated as a mental health and intellectual and developmental disability local authority by the Health and Human Services Commission (HHSC). Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of Jefferson, Orange, Chambers, and Hardin Counties, Texas. These activities sometimes involve coordination of activities with the judicial system. **Center** requests **County** to provide **Sheriff's** deputies as **Mental Health Liaisons** to assist in fulfilling the **Center's** mission.

**Responsibilities of the County:**

The **County**, by and through the Jefferson County Sheriff Department, agrees to provide **Mental Health Liaison** deputies as agreed upon, ("**Liaisons**") for the **Mental Health Liaison Program**. The **Liaisons** will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code. Both the **County** and the **Center** will agree upon the personnel designated as **Liaisons**.

The **Liaison's** primary responsibilities will include:

1. Be available for and assist the **Center** Continuity of Care team with County Jail and hospital follow-ups;
2. Be available for and assist the **Center** Mobile Crisis team when they respond to crisis calls in the community;
3. Be available for and assist the **Center** PATH and CSS teams when they respond to calls in the community;
4. Be available for and assist **Center** clinical staff when working with aggressive or difficult clients;
5. Provide required number of contacts as designated by the **Center**;
6. Serve as a **Liaison** between the **Center**, law enforcement, hospitals, and judicial entities
7. Collaborate with the **Center** on any additional training pertinent; and
8. Provide training to **Center**, law enforcement, hospitals, judicial entities, and the community as directed by the **Center**.

In the performance of these duties, the **County** shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the **Liaisons** with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training any additional training required by the Texas Commission on Law Enforcement (TCOLE);
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement "Uniforms, safety, and equipment"; and

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County**, and the **County Sheriff** shall maintain supervisory control and command over such **Employees**.

#### **Responsibilities of the Center:**

The **Center** agrees to fund clinicians for the **Mental Health Liaison Program**. This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals with the **Liaison** to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a **Liaison** with the **Liaison** for law enforcement entities (such as police departments, local justices of the peace, and county judges) to the local community mental health system;
- Providing secure and adequate office space with designated locking file space to the **Liaison** to carry out his/her duties and permit access to all necessary facilities;

- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the **Liaison's** assignments or performance as soon as possible to the Jefferson County Sheriff, or his/her designee.

### III. **TERMINATION**

This **Agreement** may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This **Agreement** is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this **Agreement**. If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center**. **Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since **Center** is responsible for partial funding as required for the **Liaison** positions, if **County** fails to receive such funding for any reason when it is due, **Liaison** will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with **Liaison**.

### IV. **DOCUMENTATION**

**Liaison** shall complete such reports of work-related activities as may be required by **Center**. The documentation of all reports will be in the manner and on forms prescribed by the **Center**. **Center** will provide the **Sheriff** with a copy of any reports or written documents prepared by the **Liaison** for the **Center** upon request.

### V. **CONFIDENTIALITY**

**County** must maintain the confidentiality of information received during the performance of this **Agreement**, including information that discloses confidential personal information or identifies any person served by **Center**, in accordance with applicable federal and state laws and **Center** rules.

## VI. PAYMENT

For the services provided, the **Center** agrees to pay the **County** based on the **Sheriff's** compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association.

The **Center** will pay one hundred percent (100%) of the cost to the **County** for supplying two (2) liaisons (deputies) to provide the law enforcement services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the **Agreement**. This payment will not exceed the total budgeted amount of One Hundred Thousand dollars (\$100,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the **Center** to the **County**.

The **County** will be responsible for one hundred percent (100%) of the cost for one (1) liaison (deputy) to provide the law enforcement services; including salaries, benefits, deferred liabilities, Texas Commission on Law Enforcement (TCOLE) training, the **County** may incur in providing the services of the Mental Health liaison (deputy) for the term of the **Agreement**.

In addition, the **Center** also agrees to compensate **County** for hours worked on behalf of **Center** in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay for deputies funded by **Center**.

**Center** agrees to reimburse **County** for all supplies and equipment utilized by Mental Health deputy for deputies funded by **Center**.

**Center** expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this **Agreement** may be terminated by **County** without further notice. Further, failure to make demand for payment due shall not be a waiver of **Center's** obligation to make timely payments.

**Center** agrees to restrict as part of the **Center's** fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual and other post-employment benefits related to the Mental Health deputy. This amount will be estimated by the County Auditor's Office on an annual basis,

**County**, acting through the **County Auditor's Department**, will submit a quarterly billing statement (invoice) to the **Spindletop Center, 655 S. 8<sup>th</sup> Street, Beaumont, Texas, 77701**. **Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by **Center** until this **Agreement** has been signed and returned to **Center**.

**VII.**  
**BOOKS AND RECORDS**

All books, records and other methods of documentation related to this **Agreement** are and will be open to audit by HHSC during normal business hours.

**VIII.**  
**CENTER CONTRACT REQUIREMENTS**

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Exhibit "A" is a copy of the provisions. The parties agree that the majority of the provisions do not apply to **County**; however, those that are applicable shall apply.

An executed Business Associate Agreement (Exhibit "B") must be on file, in addition to, this **Agreement** pursuant to which **Center** may provide **County** with access to health information that is protected by state and/or federal law.

**IX.**  
**VENUE**

Venue and/or jurisdiction for this **Agreement** shall be in **Jefferson County, Texas**.

**X.**  
**NOTICES**

All notices to be given under this **Agreement** shall be sent by certified mail, return receipt requested, at the address shown below.

**XI.**  
**EXECUTION BY SHERIFF**

The **Jefferson County Sheriff** signs this **Agreement** to evidence his/her willingness to abide by all terms and conditions imposed upon the **Sheriff's Office**.



Executed this 14th day of May, 2018.

**SPINDLETOP CENTER**

By: Lisa Bibbs  
 Printed Name: Lisa Bibbs  
 Chief Executive Officer

Address: 655 South 8<sup>th</sup> St.  
 Beaumont, TX 77701

**COUNTY OF JEFFERSON**

By: [Signature]  
 Printed Name: County Judge

Attest: Carolyn L. Gandy  
 Printed Name: County Clerk

Address: Jefferson County  
 Attn: County Auditor  
 1149 Pearl Street, 7<sup>th</sup> Floor  
 Beaumont, TX 77701

**JEFFERSON COUNTY SHERIFF'S OFFICE**

By: [Signature]  
 Printed Name: County Sheriff



I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF SPINDLETOP CENTER IN OPEN MEETING ON THE 25 DAY OF June, 2018.

By: Billy Auer  
 Printed Name: Billy Auer  
 Secretary to the Board of Trustees

**EXHIBIT "A"**  
**TAC §412.57**

## Texas Administrative Code

<u>TITLE 25</u>	HEALTH SERVICES
<u>PART 1</u>	DEPARTMENT OF STATE HEALTH SERVICES
<u>CHAPTER 412</u>	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
<u>SUBCHAPTER B</u>	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
<u>RULE §412.57</u>	Provisions for Community Services Contracts

- 
- (a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).
- (b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:
- (1) the contract term;
  - (2) the community service(s) to be purchased;
  - (3) the identification of all parties;
  - (4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
  - (5) the method of payment;
  - (6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:
    - (A) Title VI of the Civil Rights Act of 1964;
    - (B) Section 504 of the Rehabilitation Act of 1973;
    - (C) the Americans with Disabilities Act of 1990 (ADA); and
    - (D) the Age Discrimination in Employment Act of 1967;
  - (7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;
  - (8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;
  - (9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;
  - (10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);
  - (11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;
  - (12) a dispute resolution process;

(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;

(17) that services will be provided in accordance with consumers' treatment plans;

(18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, employees, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and

(2) that if an applicant, employee, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, employee, or volunteer, including terminating or removing the employee or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

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**Source Note:** The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845

## EXHIBIT "B"

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA"), is hereby entered into between Spindletop Center, ("Covered Entity"), and \_\_\_\_\_, ("Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into an agreement to provide \_\_\_\_\_ pursuant to which Covered Entity may provide Business Associate with access to health information that is protected by state and/ or federal law;

WHEREAS, Business Associate and Covered Entity desire that Business Associate obtain access to such information in accordance with the terms specified herein; and

NOW THEREFORE, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Definitions. Unless otherwise specified in this BAA, all capitalized terms not otherwise defined shall have the meanings established in Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time, and/or in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. For purposes of clarification, the following terms shall have the definitions set forth below:
  - 1.1 "Privacy Rule" shall mean the standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
  - 1.2 "Security Rule" shall mean the standards of security requirements of the HIPAA regulations at 45 C.F.R. §§302 through 164.31.
2. Business Associate Obligations. Business Associate may receive from Covered Entity health information that is protected under applicable state and/ or federal law, including without limitation, Protected Health Information ("PHI"). Business Associate agrees not to Use or Disclose (or permit the Use or Disclosure of) PHI in a manner that would violate the requirements of the Privacy Rule or the Security Rule under HIPAA or HITECH, if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA. Business Associate agrees to not directly or indirectly receive payment in exchange for any PHI, unless Covered Entity obtained from the individual, who is the subject of the PHI, a signed written authorization specifically stating that the PHI can be exchanged for payment, or otherwise permitted by the limited exceptions as provided in HITECH §13405(d). Business Associate agrees to mitigate, to the extent reasonably possible, any harmful

effect that is known to Business Associate from any use or disclosure of PHI by Business Associate that is not authorized by this Agreement. Business Associate further agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to Business Associate from any Security Incident or, after a reasonable investigation, would be known to Business Associate.

3. Use of PHI. Business Associate may use PHI as necessary (i) for performing services set out in the Underlying Agreement, or (ii) for carrying out its legal responsibilities, provided in each case that such Uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
4. Disclosure of PHI. Business Associate may Disclose PHI as necessary (i) to perform services under the Underlying Agreement, or (ii) to carry out its legal responsibilities, provided that either (a) the Disclosure is Required by Law or (b) the Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and such person agrees to immediately notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
5. Reports. Business Associate agrees to report to Covered Entity:
  - 5.1 Any Use or Disclosure of PHI not authorized by this BAA within five (5) days of the Business Associate becoming aware of such unauthorized Use or Disclosure;
  - 5.2 Any Security Incident within five (5) days of the Business Associate becoming aware of the Security Incident; and,
  - 5.3 Any Breach of Unsecured PHI Discovered by Business Associate, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, Uses or Discloses Unsecured PHI, unless delayed for law enforcement purposes, without delay and in no case later than five (5) calendar days after Discovery of the Breach, and shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or Disclosed during such Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) or as soon thereafter as information becomes available.

6. Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing in accordance with 45 C.F.R. § 164.504(e)(1)(i) that the Recipient will appropriately safeguard the information by imposing, at minimum, the same restrictions and conditions that apply to the Business Associate under this BAA.

7. Individual Rights to Access and Amendment.

7.1 Access. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall permit an Individual to inspect or copy PHI contained in that set about the Individual in accordance with the Privacy Rule set forth in 45 C.F.R. § 164.524, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.524, as determined by the Covered Entity. In the event a Business Associate uses or maintains an Electronic Health Record on behalf of Covered Entity, then, as of the date required by HITECH, an Individual's right of access under 45 C.F.R. § 164.524 shall include the right to obtain a copy of the PHI in an electronic format and, if the Individual chooses in a clear, conspicuous and specific manner, to direct the Business Associate to transmit such copy to any person designated by the Individual. Business Associate shall respond to any request from Covered Entity for access by an Individual within five (5) days of such request unless otherwise agreed to by Covered Entity. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee may be charged for copying PHI or providing a summary of PHI in accordance with 45 C.F.R. § 164.524(c)(4), provided that any such fee relating to a copy or summary of PHI provided in an electronic form may not be greater than the labor costs incurred in response to the request for the copy or summary.

7.2 Amendment. Business Associate shall accommodate an Individual's right to amend PHI or a record about the Individual in a Designated Record Set in accordance with the Privacy Rule set forth at 45 C.F.R. § 164.526, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.526, as determined by the Covered Entity. Covered Entity shall determine whether a denial to an amendment request is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for amendment by an Individual and shall make any amendment requested by Covered Entity within ten (10) days of such request. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

8. Accounting of Disclosures.

8.1 General Accounting Provisions. Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of Disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time,

unless an exception to such Accounting exists under 45 C.F.R. § 164.528. Such Accounting is limited to Disclosures that were made in the six (6) years prior to the request and shall not include any Disclosures that were made prior to the compliance date of the Privacy Rule. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request.

8.2 *Special Provisions for Disclosures made through an Electronic Health Record.* As of the date required by HITECH, if Covered Entity uses or maintains an Electronic Health Record with respect to PHI and if Business Associate makes Disclosures of PHI for Treatment, Payment or Health Care Operations purposes through such Electronic Health Record, Business Associate will provide an accounting of Disclosures that Covered Entity has determined were for Covered Entity's Treatment, Payment and/or Health Care Operations purposes to Individuals who request an accounting directly from Business Associate. Any accounting made pursuant to this Section 8.2 shall be limited to Disclosures made in the three (3) years prior to the Individual's request for the accounting. The content of the accounting shall be in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time.

8.3 *Fees for an Accounting.* Any accounting provided under Section 8.1 or Section 8.2 must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request.

9. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this BAA is based upon an Individual's specific consent or authorization for the use of his or her PHI, and (i) the Individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such Individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the Privacy Rule expressly applies.

10. Records and Audit. Business Associate shall make available to Covered Entity and to the Secretary of Health and Human Services ("Secretary") or her agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy Rule and the Security Rule or any other health oversight agency, in a timely a manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate by or on behalf of any and all government authorities relating to PHI received from, or created or received by, Business Associate on behalf of Covered Entity.

11. Notice of Privacy Practices. Covered Entity shall provide to Business Associate its Notice of Privacy Practices ("Notice"), including any amendments to the Notice. Business Associate agrees that it will abide by any limitations set forth in the Notice, as it may be amended from time to time, of which it has knowledge. An amended Notice shall not affect permitted Uses and Disclosures on which Business Associate has relied prior to receipt of such Notice.
12. Security. Business Associate will (i) implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under the Security Rule; and (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information as required under the Security Rule. Further, as of the date required by HITECH, Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 with respect to such Administrative, Physical and Technical Safeguards.
13. Term and Termination.
  - 13.1 This BAA shall commence on the effective date of the Agreement and shall remain in effect until terminated in accordance with the terms of this Section 13, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this BAA prior to the effective date of termination, all of which shall continue in accordance with their terms.
  - 13.2 Covered Entity shall have the right to terminate this BAA for any reason upon thirty (30) days written notice to Business Associate.
  - 13.3 Covered Entity, at its sole discretion, may immediately terminate this BAA and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:
    - i) Business associate shall fail to observe or perform any material covenant or agreement contained in this BAA for ten (10) days after written notice thereof has been given to Business Associate by Covered Entity; or
    - ii) A violation by Business Associate of any provision of the Privacy Rule, Security Rule, or other applicable federal or state privacy law.
  - 13.4 Upon the termination of negotiations for a possible business relationship with Covered Entity, this BAA shall terminate simultaneously without additional notice.
  - 13.5 Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise created through the performance of the Agreement Services for



Covered Entity that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy", Business Associate shall continue to comply with the covenants in this BAA with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this BAA shall be cause for Covered Entity to terminate the Agreement.

14. Miscellaneous.

14.1 *Notice.* All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below.

Business Associate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Covered Entity:

Spindletop Center  
655 S. 8<sup>th</sup> St.  
Beaumont, TX 77701  
Attention: CEO

- 14.2 *Waiver.* No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- 14.3 *Assignment.* Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
- 14.4 *Compliance with HITECH; Agreement to Amend BAA.* The parties agree that it is their intention (i) to comply with the privacy and security provisions contained in HITECH and (ii) to incorporate those provisions into this BAA to the extent required by HITECH. The parties further agree to amend this BAA to the extent necessary to comply with state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HITECH, and any regulations promulgated or other guidance issued pursuant to HIPAA and HITECH.
- 14.5 *Entire Agreement.* This BAA constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of any such later agreement(s), the terms of this BAA shall control unless the terms of such later agreement comply with the Privacy Rule and the Security Rule. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. This BAA is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.
- 14.6 *Governing Law.* This BAA shall be governed by and interpreted in accordance with the laws of the State where Covered Entity is located.
- 14.7 *Counterparts.* This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this BAA, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this BAA is sought.

**AGREED AND ACKNOWLEDGED:****BUSINESS ASSOCIATE:**

Company Name: \_\_\_\_\_

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

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

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

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

**COVERED ENTITY:**

Spindletop Center

By:  \_\_\_\_\_Name: Holly BorelTitle: Chief Executive OfficerDate: 9/13/18

OMB No.: Refer to the online application

U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance



## State Criminal Alien Assistance Program

### FY 2018 Program Requirements and Application Instructions

**Applications due: October 29, 2018**

Under the State Criminal Alien Assistance Program ("SCAAP"), the Office of Justice Programs ("OJP") of the U.S. Department of Justice ("DOJ") makes payments to eligible "States" and "units of local government" that incur certain types of costs due to "incarceration" of "undocumented criminal aliens" during a particular 12-month "reporting period."

#### IMPORTANT NOTE

The online SCAAP application for the FY 2018 program specifically incorporates by reference the **eligibility requirements, definitions of terms, and detailed application instructions** set out in this document. (To assist applicants, this document uses quotation marks to highlight defined terms, e.g., "State," "unit of local government," "undocumented criminal alien," "eligible inmate," "correctional purposes.")

Before entering **any** information into the online application for the FY 2018 program, the government official who will complete and submit the application on behalf of an applicant government **MUST** carefully review this document.

#### Eligibility – In General

In general, a "State" or "unit of local government" is eligible to apply for a payment under the FY 2018 program if it "incarcerated" individuals in a "correctional facility" during the "reporting period" whom it either— (1) knows were "undocumented criminal aliens," or (2) reasonably and in good faith believes were "undocumented criminal aliens."

A detailed discussion of eligibility – including the definitions of “State” and “unit of local government” for purposes of SCAAP – appears below.

## Reporting Period

The “reporting period” for the FY 2018 program is July 1, 2016, through June 30, 2017.

## Deadlines

**Application.** Applications for payments under the FY 2018 program must be submitted online – and accepted by the OJP Grants Management System (“GMS”) – **no later than 6 p.m. Eastern time on October 29, 2018.**

Absent highly-unusual circumstances, OJP will **not** extend this deadline or permit an applicant government to submit its application after the application deadline. Much as in previous years, promptly after the application deadline, OJP will transmit to the U.S. Department of Homeland Security (“DHS”) the data on “eligible inmates” from all of the applications submitted to GMS before the deadline. The volume of “eligible inmates” data transmitted to DHS (and the nature and complexity of the DHS review of that data) is such that it is not possible to transmit supplemental or corrected data to DHS.

**Registration in GMS.** Any application must be completed and submitted by a government official with the legal authority to apply to the FY 2018 program on behalf of the chief executive of the applicant government. This “submitting government official” must be registered in GMS in order to complete and submit an application under the FY 2018 program.

Instructions on how to register in GMS and how to access the online application for the FY 2018 program appear in Appendix A.

## Contact Information

For assistance with the online application to the FY 2018 program or other aspects of the FY 2018 program, contact the **SCAAP Help Desk** by phone at 1-202-353-4411, or by email to SCAAP@usdoj.gov. The SCAAP Help Desk operates Monday through Friday during normal business hours (Eastern time). It is closed on federal holidays.

For assistance in accessing GMS (e.g., passwords, log-in problems), contact the **GMS Support Hotline** at 888-549-9901, option 3, or by email to GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

Posting date: September 17, 2018

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# State Criminal Alien Assistance Program

## FY 2018 Program Requirements and Application Instructions

### (CFDA # 16.606)

## Program Requirements – In General

### Overview

OJP's Bureau of Justice Assistance ("BJA") administers SCAAP. Under SCAAP, OJP makes payments to "States" and "units of local government" that incur certain types of costs due to "incarceration" of "undocumented criminal aliens" during a specific 12-month "reporting period."

Under the FY 2018 program, payments will be made in connection with "undocumented" aliens who had been convicted of at least one felony or two misdemeanors (typically, for violations of State or local law), and who were "incarcerated" under the legal authority of the applicant government for at least four consecutive days during the "reporting period." (Additional details are set out in later sections of this document.)

As part of an application, each applicant government provides particular information about individuals it "incarcerated" – under its own legal authority – for at least four consecutive days during the "reporting period" and who the applicant government either— (1) knows were "undocumented criminal aliens," or (2) reasonably and in good faith believes were "undocumented criminal aliens." (OJP transmits the data submitted on such individuals to DHS for a detailed review.) As part of an application, each applicant government also must provide information pertinent to its average costs of incarceration during the "reporting period."

Broadly speaking, SCAAP payments are calculated from information provided by applicant governments in online applications, information provided to OJP by DHS regarding the DHS review of data on "eligible inmates," and the amount of appropriated funds available for the SCAAP application cycle (e.g., for the FY 2018 program). All information submitted as part of an application is subject to appropriate review by OJP. An overview of the method OJP uses to calculate payments is available [here](#).

### Statutory Authority

The FY 2018 program is authorized by 8 U.S.C. § 1231(i) and the Department of Justice Appropriations Act, 2018 (Public Law 115-141). See also 28 U.S.C. § 530C(a).

### Restriction on use of SCAAP payment; associated records

As a matter of federal law, a "State" or "unit of local government" that receives a payment under the FY 2018 program must use the payment "only for correctional purposes." See 8 U.S.C. § 1231(i)(6).

**“Correctional purposes.”** With respect to a “State” or “unit of local government,” use of a SCAAP payment for “correctional purposes” means—

- Use of the funds to pay any cost reasonably attributable to that government’s operation of a “correctional facility” for its own use, such as—
  - Salaries and wages paid to employees who work primarily and directly in the “correctional facility” (*regardless* of whether those employees are “correctional officers”)
  - Costs of employment benefits provided to (or on behalf of) employees who work directly in and for the “correctional facility”
  - The reasonably allocable portion of the salaries, wages, and benefits paid to employees who, although not primarily and directly working in and for the “correctional facility,” provide necessary services either to the correctional facility (e.g., administrative support) or to the individuals “incarcerated” in the correctional facility (e.g., medical care, transportation)
  - Repair, maintenance, and “overhead” (e.g., utilities) costs reasonably attributable to operation of the “correctional facility.”
- Use of the funds for payments to a “contract correctional facility” that are reasonably attributable to “incarceration” of individuals in such a facility on behalf of (pursuant to the legal authority of) the pertinent “State” or “unit of local government.”
- Use of the funds for costs directly associated with (and attributable to) the “incarceration” (under the legal authority of the pertinent “State” or “unit of local government”) of aliens who are or may be “undocumented,” such as the reasonable costs of activities (e.g., development of policies and appropriate staff training on those policies) designed to ensure that the “State” or “unit of local government” complies with 8 U.S.C. § 1373, gives DHS agents access to “correctional facilities” in order to interview individuals believed to be aliens, and honors formal requests from DHS for advance notice of the scheduled release date and time for particular aliens being held in custody.

*Maintenance of records.* An applicant government that receives a payment under the FY 2018 program must, for not less than three years after the date it draws down that payment from OJP, maintain records sufficient to demonstrate that the payment was used solely for “correctional purposes,” and must make those records available to DOJ (including OJP) upon request.

### **Limit on request for compensation**

As a matter of federal law, “no jurisdiction shall request compensation for any cost greater than the actual cost for Federal immigration and other detainees housed in State and local detention facilities.” See Department of Justice Appropriations Act, 2018 (Public Law 115-141; 132 Stat 348, 420).



## Eligibility

Only a "State" or a "unit of local government" is eligible to apply, and only on its own behalf.

For purposes of the FY 2018 program—

**"State"** includes the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands, and American Samoa.

**"Unit of local government"** means a political subdivision of a "State" with authority to independently establish a budget and impose taxes (typically, a "general-purpose" political subdivision of a State). The term may include a county or a municipality (e.g., city, county, town, township, village, borough, or parish). Note: A department or agency that is part of such a "unit of local government" is **not** itself considered a "unit of local government."

Joint applications by two or more "States" or "units of local government" are **not** permitted, *even if* the application names only one State or unit of local government as the applicant. As a rule, an application must **not** incorporate or report data on either— (1) individuals held in custody by the applicant government on behalf of (pursuant to the legal authority of) another State or unit of local government, or (2) costs associated with individuals held in custody on behalf of another State or unit of local government.

Similarly, a governmental entity that is not itself a "State" or a "unit of local government" (e.g., a regional jail, special jail district, or regional jail authority or board) is **not** eligible to apply. Rather, each "State" or "unit of local government" that uses the regional facility may include (as part of its own application) data that directly reflects its own use of the facility.

## NOTIFICATIONS

### DOJ Intent to Modify SCAAP Requirements for Future Application Cycles Part 1:

Consonant with the notice given last year and consistent with its authority and discretion, including under 8 U.S.C. § 1231(l) and 28 U.S.C. § 530C(a), DOJ plans to add certain immigration-laws-related eligibility requirements to SCAAP, beginning with the FY 2020 application cycle. **Because the annual "reporting period" for the FY 2020 application cycle will begin on July 1, 2018, "States" and "units of local government" that intend to apply to the FY 2020 program should take note.**

Starting with the FY 2020 application cycle for SCAAP (and assuming that appropriated funds then are legally available), DOJ intends to require each applicant government—in order to be eligible to receive a payment—to submit a specific formal certification that encompasses the applicant's law enforcement agency (or agencies), its corrections agency (or agencies), and the "correctional facility" (or facilities, including contract facilities) in which the applicant "incarcerates" inmates.

As currently contemplated, that certification, to be executed by the applicant government's chief legal officer (e.g., the State Attorney General, for an application by a State), would represent to DOJ that—

- The chief legal officer has carefully reviewed each of the following sections of title 8, United States Code:
  - a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
  - b. § 1231(a) (providing that a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien incarcerated by a State or local government, or by the federal government, from the United States generally "begins" no later than "the date the alien is released from detention or confinement; and providing that the federal government may not "remove an alien [including "an alien in the custody of a State (or a political subdivision of a State)]" who is sentenced to imprisonment until the alien is released from imprisonment");
  - c. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal[], harbor[], or shield[] from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts ... or aid[] or abet[] the commission of any of the preceding acts");
  - d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (see 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
  - e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing ... (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal"); and
- throughout the pertinent reporting period, and as to those law enforcement and corrections agencies and correctional facilities), neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would or does—(1) violate, or aid or abet any violation of, 8 U.S.C. § 1324(a); (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); or (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) or (c), 8 U.S.C. § 1231(a), or 8 U.S.C. § 1366(1) or (3).

## NOTIFICATIONS

### DOJ Intent to Modify SCAAP Requirements for Future Application Cycles Part 2:

Consonant with the notice given last year and consistent with its authority and discretion, including under 8 U.S.C. § 1231(l) and 28 U.S.C. § 530C(a), DOJ plans to add certain immigration-laws-related eligibility requirements to SCAAP, beginning with the FY 2020 application cycle. **Because the annual "reporting period" for the FY 2020 application cycle will begin on July 1, 2018, "States" and "units of local government" that intend to apply to the FY 2020 program should take note.**

Starting with the FY 2020 application cycle for SCAAP (and assuming that appropriated funds then are legally available), DOJ intends to require each applicant government—in order to be eligible to receive a payment—to submit a specific formal certification that encompasses the applicant's law enforcement agency (or agencies), its corrections agency (or agencies), and the "correctional facility" (or facilities, including contract facilities) in which the applicant "incarcerates" inmates.

As currently contemplated, that certification, to be executed by the applicant government's chief legal officer (e.g., the State Attorney General, for an application by a State), would represent to DOJ that—

- The chief legal officer has carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information regarding citizenship and immigration status. The chief legal officer has also reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security; and
- throughout the pertinent reporting period, and as to those law enforcement and corrections agencies and correctional facilities), neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that deals with either—(1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) or 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

**NOTIFICATIONS****DOJ Intent to Modify SCAAP Requirements  
for Future Application Cycles  
Part 3**

Consistent with its authority and discretion, including under 8 U.S.C. § 1231(i) and 28 U.S.C. § 530C(a), DOJ plans to add certain immigration-laws-related eligibility requirements to SCAAP, beginning with the FY 2020 application cycle. **Because the annual "reporting period" for the FY 2020 application cycle will begin on July 1, 2018, "States" and "units of local government" that intend to apply to the FY 2020 program should take note.**

Starting with the FY 2020 application cycle for SCAAP (and assuming that appropriated funds then are legally available), DOJ intends to require each applicant government—in order to be eligible to receive a payment—to submit a specific formal certification that encompasses the applicant's law enforcement agency (or agencies), its corrections agency (or agencies), and the "correctional facility" (or facilities, including contract facilities) in which the applicant "incarcerates" inmates.

As currently contemplated, the certification, to be executed by the applicant government's chief legal officer (e.g., the State Attorney General, for an application by a State), would represent to DOJ that the application seeks payment with respect to the incarceration of no eligible inmates other than those about whom, respectively, the applicant government notified DHS of (a) the name, (b) the release date (updated, as appropriate, from time to time), and (c) the home and work addresses, before the later of—

- 1) The end of the fourth consecutive day of his incarceration; or
- 2) October 1, 2018.



### **Certifications in the online application for the FY 2018 program**

As part of the online application to the FY 2018 program, the "submitting government official" must make a number of detailed certifications to OJP under penalty of perjury, including formal certifications regarding the accuracy of the information being provided, its conformity with the requirements and instructions set out in this document, and the legal authority of the submitting government official to execute the certifications and to submit the application on behalf of the applicant government.

GMS is designed to reject an application to the FY 2018 program if the "submitting government official" fails to execute any of the required certifications. An application cannot and will not be considered submitted (including for purposes of the application deadline) until all of the certifications have been made.

### **DOJ reliance on the required certifications as material; penalties for false statements**

As indicated in the text of each required certification, DOJ, including OJP, will rely on each certification submitted in connection with an application to the FY 2018 program as a material representation in any decision to make a payment.

A materially false, fictitious, or fraudulent statement to the federal government (or concealment or omission of a material fact) as part of a required certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject both the "submitting government official" and the applicant government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). Also, certifications provided to OJP in connection with the FY 2018 program are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General.

### **OJP review of applications; corrections to data (other than "eligible inmate" data)**

All information submitted as part of an application is subject to appropriate review by OJP. If a properly-submitted application appears to contain errors that may be corrected by the applicant (such as inaccurate data on correctional officers or correctional facilities), OJP typically will notify the applicant via an e-mail message to the "submitting government official" and the applicant's chief executive, using the e-mail addresses provided in the application. In such a notification, OJP may provide an applicant with an opportunity to correct the application by a particular date. In any such case, to be considered for a SCAAP payment, the applicant must make the appropriate corrections by that date.

Due to the nature and complexity of the data review by DHS, however, **no** corrections may be made to data submitted on "eligible inmates" (or "inmate records") after the application deadline has passed.

### **Notification and acceptance of payment**

Once the amount of any payment under the FY 2018 program has been determined, OJP will send e-mail notifications to applicants, via the SCAAP Help Desk. The notification will provide information concerning the amount available to the applicant government, and will provide detailed instructions for online acceptance (in GMS) and drawdown of funds.

An applicant government is to complete the online acceptance process within 45 calendar days after receipt of the e-mail notice from OJP. Formal acceptance in GMS is required before any electronic transfer of funds to the applicant government.

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## Application Instructions (including definitions of terms)

In the SCAAP online application, each applicant government will be asked to provide specific types of information. In general, they are:

- Information on the applicant government and its "chief executive."
- Information on the "submitting government official."
- Financial institution and financial account information for the appropriate bank account of the applicant government.
- Data on "eligible inmates" during the "reporting period," which may be provided **either** through direct entry of all "inmate records" in the online application **or** through upload of a single ASCII-formatted file.
- Data pertinent to the applicant government's costs of incarceration for the "reporting period," including information on "correctional officers" and associated salary expenditures, the total number of inmates incarcerated, and the "maximum bed count" of the applicant's "correctional facilities."

**The "submitting government official."** The SCAAP online application may be completed and submitted **only** by an appropriate official of the applicant government. For each applicant government, there may be only **one** "submitting government official." That "submitting government official" **must** have the legal authority to apply to the FY 2018 program on behalf of the applicant government, **must** have the necessary knowledge and information to complete the entire application accurately, and **must** in fact complete and submit **all** sections of the application. *Due diligence is required.*

The certifications within the online application vary in their precise content, but in each of them, the "submitting government official" must certify, on behalf of himself/herself and the applicant government, under penalty of perjury, that the information entered is "true and correct to the best of my knowledge and belief, based upon diligent inquiry and review" and is provided in accordance with the requirements, definitions, and instructions set out in this document. In addition, in each such certification, the submitting government official certifies that he/she has "the legal authority to make this certification to OJP, including from the chief executive of the applicant government."

### A note on printing the application screens

The "submitting government official" may wish to print (or save) a copy of each screen of the online application before the application is submitted in GMS. To do this:

In computers that use the Windows operating system:

- Hold down the Control ("Ctrl") key
- Press the "P" key
- Select a printer to print a paper copy (or save the file to the computer)

In computers that use the Mac operating system:

- Press the "P" key
- Save the file to the computer **or**
- Select a printer to print a paper copy (or save the file to the computer)



## Part I. Information on the Applicant Government and its "Chief Executive"

### Information on the Applicant "State" or "Unit of Local Government"

Refer to the information above on "Eligibility," including the definitions of "State" and "unit of local government," to determine whether an interested entity is eligible to apply.

If the prospective applicant is in fact a "State" or "unit of local government," enter the appropriate information for the applicant government in section 1 of the application.

**Important:** GMS may "prepopulate" (from stored GMS user data) certain information in the fields that deal with the applicant government. This "prepopulated" information may not be correct, and may not be consistent with the SCAAP program requirements and these application instructions. The "submitting government official" **must** review **all** such prepopulated information and make **all** necessary changes.

### Information on the "Chief Executive" of the Applicant "State" or "Unit of Local Government"

Also in section 1 of the application, enter the appropriate information for the current "chief executive" of the applicant government.

**Important:** As with the fields concerning the applicant government, GMS may "prepopulate" certain information in the fields that concern the applicant government's "chief executive." The "submitting government official" **must** review **all** such prepopulated information and make **all** necessary changes.

Note that, in virtually all cases, the chief executive of a "State" is the governor. As to "units of local government," the title of the chief executive will vary depending on the organization of the local government, but only one individual in the local government is its "chief executive" (e.g., the mayor).

Click on the "Save Information" button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click "Save Information" again.)

## Part II. Contact Information for the Submitting Government Official

The application may be completed and submitted **only** by the "submitting government official." Refer to the information above, concerning who may be the "submitting government official."

In section 2 of the application, enter the name and contact information for the "submitting government official."

**Important:** GMS may "prepopulate" (from stored GMS user data) certain information in the fields that deal with the "submitting government official." OJP anticipates that, in many cases, this "prepopulated" information will **not** be correct, and will **not** be consistent with the SCAAP program requirements and these application instructions. The "submitting government official" **must** review **all** such prepopulated information and make **all** necessary changes.

Carefully read the required certification concerning the applicant government and the "submitting government official," specifically including the final paragraph (concerning the potential ramifications of a false, fictitious, or fraudulent statement). Determine whether the certification properly may be executed. If so, click the "certification checkbox" in section 2 of the application. As indicated earlier, an application may not be submitted to GMS unless all required certifications are executed.

Click on the "Save Information" button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click "Save Information" again.)

### **Part III. Financial Institution Information for Payment to the Applicant Government**

OJP will make payments under the FY 2018 program by electronic transfer. Applicant governments are reminded that, by law, any payment under the FY 2018 program must be used "only for correctional purposes." See discussion above.

In section 3 of the application, provide the required information regarding the bank account of the applicant government to which any payment under the FY 2018 program should be made.

Carefully read the required certification concerning the financial institution information. Determine whether the certification properly may be executed. If so, click the certification "checkbox" in section 3 of the application.

Click on the "Save Information" button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click "Save Information" again.)

### **Part IV. Information on "Eligible Inmates"**

**"Eligible inmates."** Each applicant government is to provide detailed information about the individuals— (1) whom the applicant government "incarcerated" for at least four *consecutive* days during the "reporting period," and (2) who the applicant government either *knows* were "undocumented criminal aliens," or *reasonably and in good faith believes* were "undocumented criminal aliens." For purposes of the application to the FY 2018 program, such individuals are referred to as "**eligible inmates**."

*Recap:* An individual is an "eligible inmate" only if **all** of the following are true:

The inmate was—

- "incarcerated" by the applicant government under its own legal authority (see definition below),

- for at least four *consecutive* days during the "reporting period," and
- the applicant government either *knows*, or *reasonably and in good faith believes*, that the inmate is an "undocumented criminal alien," that is, that the inmate is both—
  - "undocumented" (see definition below), and
  - a "criminal alien" (see definition below).

**"Incarcerated."** For purposes of the FY 2018 program, an individual is considered to have been "incarcerated" by (or on behalf of) the applicant government when held (confined) in a "correctional facility" *under the legal authority of the applicant government, following conviction of the individual for a criminal offense*. Such incarceration may have been in a correctional facility operated by the applicant government, or in a "contract correctional facility" (including a regional facility) used by the applicant government.

- An inmate is **not** considered to have been "incarcerated" by or on behalf of an applicant government if the applicant government held the inmate in custody on behalf of (under the legal authority of) *another* "State" or "unit of local government," pursuant to a contractual arrangement. (See also the related discussion above.)

**"Undocumented."** For purposes of the FY 2018 program, an individual is "undocumented" if, *as of the date the individual was "incarcerated" by the applicant government*, the individual was a foreign citizen or foreign national with no legitimate claim under federal law to be a U.S. citizen or U.S. national, **and** the individual— (1) entered the United States without authorization under federal law to do so, (2) entered the United States under a federal legal authorization that had expired or otherwise was no longer in effect, **or** (3) was the subject of deportation or exclusion proceedings.

- Generally, a person born in the United States (including in a U.S. territory) is a U.S. citizen or U.S. national.

**"Criminal alien."** For purposes of the FY 2018 program, an alien (that is, an individual who is not a citizen or national of the United States) is a "criminal alien" if, *as of the date the individual was "incarcerated" by the applicant government*, he/she had been convicted of at least one felony or two misdemeanors.

- Adjudication of a juvenile as a delinquent does **not** constitute conviction of a felony or a misdemeanor for purposes of the FY 2018 program.

**"Inmate records" and associated data elements.** In section 4 of the application, the "submitting government official" is to provide an "inmate record" for each "eligible inmate."

*Multiple periods of incarceration.* If, during the reporting period, the applicant government incarcerated a particular "eligible inmate" for two or more periods of at least four consecutive days each, the applicant **must** create a *separate* "inmate record" for each such distinct period of incarceration. The applicant **may not** combine such distinct periods of incarceration in a single inmate record.

*"Eligible inmates" who use aliases.* If an applicant government has reason to believe that a particular "eligible inmate" uses or has used aliases, the applicant **may** submit a separate "inmate record" for each alias, provided the information in the separate inmate record(s) is *identical in all respects, other than as to last, first, and/or middle names*. (Note that this requirement for identical information – except as to names – specifically includes the "unique inmate number assigned by the applicant government." (See list below.)

Each "inmate record" is to provide all of the following information, to the extent known to the applicant government using due diligence—

- Alien number, also referred to as A-number
- Last name
- First name
- Middle name (not required, but to be provided if available)
- Date of birth
- Unique inmate identifying number assigned by the applicant government
- Foreign country of birth
- "Date incarcerated" (see definition in Appendix B)
- "Date released" (see definition in Appendix B)
- FBI number

The detailed instructions for each of these data elements are set out in the table entitled "SCAAP Data Elements for 'Inmate Records' – FY 2018 Program" in Appendix B.

That table identifies mandatory data elements; specifies the precise format to be used for each data element; sets out the rules to follow for individuals with compound or hyphenated first, last, or middle names; and specifically defines "date incarcerated" and "date released." (It also defines the required ASCII fixed-field format to be used if the applicant chooses to provide its "inmate records" by upload of a single ASCII-format file.)

- For ease of reference, the "submitting government official" may wish to print out a copy of "SCAAP Data Elements for 'Inmate Records' – FY 2018 Program."

- Be aware that an "inmate record" that does not identify a **specific country** as the inmate's country of birth, but instead indicates that the country of birth is "unknown," will **not** be considered in the calculation of the amount of any payment under the FY 2018 program **unless** DHS (through its data review) is able to confirm that the inmate was in fact "undocumented," and the "inmate record" otherwise is sufficient.

**Submission of "Inmate records."** An applicant may choose to provide "inmate records" for "eligible inmates" **either** by entering all such data directly into the table in section 4 of the application (each line will be a single "inmate record"), **or** by uploading a single ASCII-formatted file that contains the *entire* set of inmate records for the "reporting period."

If the application has not yet been submitted to GMS, an applicant may switch from one method of reporting "inmate records" to the other. Any such change from one method to another, however, will overwrite (and delete) all earlier entries or uploads of inmate record data.

- If the "submitting government official" will enter "inmate record" data directly into the online application using the table under "Required Information on 'Eligible Inmates,'" **select** "Enter data directly (below)."
  - This method may be preferable for applicant governments with smaller "correctional facilities" or small criminal alien populations.
  - If this method is used, drop-down menus will be available for entry of "date incarcerated," "date released," date of birth, and foreign country of birth.
  - Click "Add" to add inmate data, "Select All" to select all "inmate records" entered, "Deselect All" to un-select all inmate records entered, and "Delete Selected" to delete the selected inmate records.
- If the "submitting government official" instead will upload a single ASCII-format file with all "inmate records" for "eligible inmates," **select** "Upload ASCII fixed-field file."
  - Appendix B (entitled "SCAAP Data Elements for 'Inmate Records' – FY 2018 Program") sets out the required ASCII fixed-field format to be used if the applicant chooses to provide "inmate records" by upload of a single ASCII file.
  - Appendix C lists (DHS) ICE Country Codes. "Inmate records" submitted as part of a single ASCII fixed-field file are to include the appropriate "ICE Code" from the list in Appendix C. Do **not** use an abbreviation from any other list of country codes.
  - Appendix D (entitled "Instructions for upload of ASCII fixed-field file of 'inmate records'") provides detailed instructions for the ASCII fixed-field file upload process.

**Certification.** Carefully read the required certification concerning the information on "eligible inmates." Determine whether the certification properly may be executed. If so, click the certification "checkbox" in section 4 of the application.

Click on the "Save Information" button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click "Save Information" again.)

## Part V. Information on “Correctional Officers” and “Correctional Facilities”

### Required Information on “Correctional Officers”

In section 5 of the online application, the “submitting government official” must provide, by direct entry into the online application, all of the following information related to “correctional officers”—

- The total number of *full-time “correctional officers”* employed by the *applicant government*, during the reporting period
- The total number (reported as FTEs) of *part-time “correctional officers”* employed by the *applicant government*, during the reporting period
- The total number of *full-time “correctional officers”* providing services to the applicant government as employees of “contract correctional facilities” (or as contractors), during the reporting period
- The total number (reported as FTEs) of *part-time “correctional officers”* providing services to the applicant government as employees of “contract correctional facilities” (or as contractors), during the reporting period
- “Actual salary expenditures for correctional officers,” during the reporting period.

In addition, section 5 of the online application requires the “submitting government official” to provide (as a file “attached” to the application) a “Correctional officer’ salary expenditures detail.”

### Pertinent definitions: Correctional officers and associated salary expenditures

- **“Correctional facility”** means a facility typically used to hold (confine) in custody individuals convicted of one or more criminal offenses.
  - A “correctional facility” may be operated by a “State” or “unit or local government” for its own use.
  - A “correctional facility” instead may be operated by a private or governmental entity that holds individuals in custody *on behalf of* (pursuant to the legal authority of) a “State” or “unit of local government,” pursuant to a contractual arrangement. For purposes of the FY 2018 program, such a facility (including a regional facility) is a **“contract correctional facility.”**
  - A “correctional facility” may — in addition to holding in custody individuals who have been *convicted* of criminal offenses — also hold in custody individuals who have been *charged* with criminal offenses. A facility that is used primarily for pretrial detention, however, is **not** a “correctional facility.”

- **“Correctional officer.”** For purposes the FY 2018 program, “correctional officer” means a person whose **primary** employment responsibility is to maintain custody of individuals held in custody in a “correctional facility.” A person who meets this definition is a “correctional officer,” regardless of whether he or she is an employee of the applicant government or an employee of a “contract correctional facility” used by the applicant government.

If appropriate based on *primary* employment responsibility, the term “correctional officer” may include a person who fills a position such as deputy sheriff, correctional facility or jail supervisor, chief of security or shift commander for a correctional facility, or warden or assistant warden of a correctional facility. The term “correctional officer” also may include a transportation officer (or someone in a similar position), but *only if* the person’s *primary* employment responsibility is to maintain custody of inmates who remain in custody but temporarily are outside the “correctional facility.”

- “Incarcerated” has the definition set out above.
  - Persons whose *primary* responsibility is something other than to maintain custody of individuals held in custody in a “correctional facility” are **not** “correctional officers” for purposes of this program, and **may not** be included in the “correctional officer” data reported in section 5 of online application. This is the case *even though* such persons may provide services to a correctional facility used by the applicant government or its inmates.
  - Persons such as those who provide office and secretarial support or administrative services to (or for) a “correctional facility,” or whose *primary* employment responsibility involves housekeeping or maintenance at a correctional facility, or the provision of food, health or medical care, education, training, or vocational counseling to “incarcerated” inmates, therefore are **not** “correctional officers” for purposes of the FY 2018 program. They **may not** be included in the “correctional officer” data reported in section 5 of online application.
  - Similarly, persons whose *primary* employment responsibility is work with inmates who are no longer held in custody in a “correctional facility” (e.g., parole and probation officers), or whose work involves inmates but whose *primary* employment responsibility is something other than “maintaining custody” of an inmate held in custody in a “correctional facility” (e.g., judges, prosecutors, and public defenders; hearing officers; personnel of warrant and apprehension units) are **not** “correctional officers” for purposes of the FY 2018 program. They **may not** be included in the “correctional officer” data reported in section 5 of online application.
- **“Total number” of ... “correctional officers.”**
    - For **full-time** “correctional officers” employed by the applicant government, report the total number of full-time correctional officers employed during the reporting period.

- For **part-time** "correctional officers" employed by the applicant government, report the total number of part-time correctional officers employed during the reporting period.
  - For **full-time** "correctional officers" employed by a "contract correctional facility," include **only** the "total number" of such officers whose employment is reasonably attributable – using due diligence – to use of the correctional facility by the applicant government for inmates held in custody under its own legal authority. As the "total number," report the total number of such full-time correctional officers employed during the reporting period.
  - Similarly, for **part-time** "correctional officers" employed by a "contract correctional facility," include **only** the "total number" of such officers whose employment is reasonably attributable – using due diligence – to use of the correctional facility by the applicant government for inmates held in custody under its own legal authority. As the "total number," report the total number of such part-time correctional officers employed during the reporting period.
- **"Actual salary expenditures for correctional officers," during the reporting period"** means the sum of—
    - The actual amount (if any) paid by the applicant government during the "reporting period" as the "salaries and wages" of full-time and part-time "correctional officers" it employed. **NEW:** Paid leave (medical leave, family leave, vacation leave) may be included in this total.
    - The actual amount (if any) *paid by any* "contract correctional facility" as the "salaries and wages" of full-time and part-time "correctional officers," but only to the extent the amounts paid are reasonably attributable – using due diligence – to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
  - **"Salaries and wages"** may include amounts paid to a "correctional officer" as premium pay for specialized service, as shift-differential pay, and/or as fixed-pay increases for time in service. It also may include additional amounts paid for overtime, when such additional amounts are required by law (e.g., by statute or regulation) or by contractual obligation.
    - "Salaries and wages" **may not include** any payments or costs for employment **benefits**, including (without limitation) for social security, retirement or pension plans, health or medical services, insurance (e.g., medical, dental, vision, disability, and life insurance), and/or performance awards.



**Information required in the “‘Correctional officer’ salary expenditures detail (for the reporting period).”**

Each applicant must attach a file to its application that sets out, for each “correctional officer” included in the reported number of “correctional officers”—

- The **title** of the position held by the person (e.g., “corrections officer,” “deputy sheriff,” “warden”) and the **total “salaries and wages”** paid to the person during the reporting period for that work. (The **name** of the correctional officer **should not** be included.)
- For an individual “correctional officer” employed by a “contract correctional facility,” the “salaries and wages” listed must be the amount *reasonably attributable – using due diligence* – to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
- This salary “detail” file may be submitted in one of several commonly-used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all “salaries and wages” listed in the “detail” file **must** match the amount entered in the online application as “‘Actual salary expenditures for correctional officers,’ during the reporting period.”
  - GMS does **not** accept *executable* file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”
- To “attach” the file—
  - Click on the “Attach” button to attach the required file. A pop-up window will appear.
  - Click on the “Browse” button.
  - Locate the correct file name and double-click on it. (The file name will appear in the blank field.)
  - Click the “Upload” button.

**Required Information on “Correctional Facilities”**

In section 5 of the online application, the “submitting government official” also must provide, by direct entry into the online application, all of the following information related to “correctional facilities”—

- “Maximum bed count” for the reporting period
- “Total all inmate days” for the reporting period.

In addition, section 5 of the online application requires the “submitting government official” to provide, as a file “attached” to the application, detail on “All inmate days, by reporting day” for the reporting period.

### Pertinent definitions: Correctional facilities

- “Correctional facility” and “contract correctional facility” are defined above.
- “‘Maximum bed count’ for the reporting period”

If the applicant government held inmates in custody **only** in “correctional facilities” operated by the applicant government itself for its own use, the “‘Maximum bed count’ for the reporting period” is the **maximum capacity**, during any single day of the reporting period, of all such “correctional facilities” operated by the applicant government.

If, however, the applicant government *either* did not operate a “correctional facility” for its own use, or operated one or more “correctional facilities” for its own use but also used other facilities to hold inmates in custody, the “‘Maximum bed count’ for the reporting period” is the **sum of—**

- The maximum *capacity*, during any single day of the reporting period, of all “correctional facilities” operated by the applicant government itself, for its own use.
  - The maximum number of inmates, if any, *actually held in custody* on behalf of (under the legal authority of) the applicant government in a “contract correctional facility” during any single day of the reporting period.
  - The maximum number of inmates, if any, *actually held in custody* by the applicant government during any single day of the reporting period in “temporary” or “overflow” facilities (e.g., gymnasiums).
- “‘Total all inmate days’ for the reporting period” means the *cumulative* number of days – determined using the nightly “head count” for each of the days in the reporting period – inmates were held in custody in a “correctional facility,” by or on behalf of the applicant government (pursuant to its own legal authority) during the “reporting period,” **regardless of inmate citizenship, legal status, or the number of days held in custody.**

### Information required in the “‘All inmate days, by reporting day’ detail (for the reporting period).”

- Each applicant must attach a file to its application that sets out *for each particular day of the reporting period* – using nightly “head counts” – the number of inmates held in custody in a “correctional facility” by or on behalf of the applicant government (pursuant to its own legal authority), **regardless of inmate citizenship, legal status, or the number of days held in custody.**
- This “detail” file may be submitted in one of several commonly-used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all daily entries for “all inmate days” listed in this “detail” file **must** match the number entered in the online application as “‘Total all inmate days’ for the reporting period.”

- GMS does **not** accept *executable* file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."
- To "attach" the file—
  - Click on the "Attach" button to attach the required file. A pop-up window will appear.
  - Click on the "Browse" button.
  - Locate the correct file name and double-click on it. (The file name will appear in the blank field.)
  - Click the "Upload" button.

#### **Important note regarding "correctional officers" and "correctional facilities" data**

As indicated earlier, all information submitted as part of an application to the FY 2018 program is subject to appropriate review by OJP. In appropriate circumstances (e.g., indications that an entry related to "correctional officers" or to "total all inmate days" may be erroneous), OJP may require additional information related to the accuracy of the information in the application.

Using data provided by the applicant in section 5 of the application (e.g., data on "correctional officers," data on "total all inmate days"), GMS calculates each applicant's average daily (salaries) cost per inmate during the "reporting period." As a point of reference and comparison, for the FY 2017 program, the overall average daily (salaries) cost per inmate (i.e., the average of the daily costs for all applicants that received payments) was TBD.

**Certification.** Carefully read the required certification concerning the information on "correctional officers" and "correctional facilities." Determine whether the certification properly may be executed. If so, click the certification "checkbox" in section 5 of the application.

Click on the "Save Information" button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click "Save Information" again.)

## **Part VI. Additional Certifications and Acknowledgements; Application Signature and Submission**

The "Status" table in section 6 of the online application identifies those sections of the application that are considered "complete," and also those that are "incomplete." If any of sections 1 through 5 is "incomplete," the "submitting government official" must return to that section and provide the necessary information, as well as read and (if appropriate) execute the required certifications.

**Note:** As indicated earlier, GMS is designed to reject an application to the FY 2018 program if the "submitting government official" fails to execute any of the required certifications.

After completing sections 1 through 5 of the online application, the "submitting government official" must do all of the following within section 6—

- Carefully read the required "Acknowledgement of USDOJ Intent to Modify SCAAP Requirements Beginning with the FY 2020 Program," and determine whether that acknowledgement properly may be executed. If so, click the accompanying "checkbox" in section 6 of the online application.
- Carefully read the required "Certification and Assurance regarding Applicant Government's Use of SCAAP Payment under the FY 2018 Program," and determine whether that certification and assurance properly may be executed. If so, click the accompanying "checkbox" in section 6 of the online application.
- Carefully read and complete the required information in section 6 regarding the "submitting government official." (This is in lieu of a manual signature.)

#### REMINDER

The "submitting government official" identified in section 6 of the application **must be** the individual identified in section 2 of the application as the submitting government official.

For each applicant government, there may be only **one** "submitting government official." That "submitting government official" **must complete all** sections of the application, and **must be** the one who submits the application to OJP.

Click on the "Save Information" button. (If an error message appears, make the appropriate corrections, then click "Save Information" again.)

If **all** sections of the online application (including section 6) are "complete," a button labeled "Submit Application to OJP" will appear in the final row of the "Status" table within section 6.

To submit the application to OJP, the "submitting government official" **must** click the "Submit Application to OJP" button.

If the application is submitted successfully to OJP's GMS, a submission confirmation screen will appear.

# Appendix A

How to register in GMS and access the online  
SCAAP Application

## The OJP Grants Management System (GMS):

How to register in GMS and access the online SCAAP application

Access GMS at <https://grants.ojp.usdoj.gov>.

A "submitting government official" must submit any application on behalf of the applicant government through OJP's GMS. OJP urges the submitting government official to register promptly, especially if this is the first time he or she is using GMS.

The "submitting government official" may access the online application for SCAAP by following the steps below.

### 1. Acquire or obtain the DUNS number for the applicant government.

GMS will require the "submitting government official" to enter the DUNS number for the applicant government. A DUNS number is a unique nine-digit identification number provided by the commercial company Dun and Bradstreet. This unique entity identifier is used for tracking purposes, and to validate address and point of contact information for applicants.

Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number, or apply online at [www.dnb.com](http://www.dnb.com). A DUNS number usually is received within 1-2 business days.

**2. Acquire a GMS username and password.** A "submitting government official" who does not already have an individual GMS user ID must create a GMS profile and obtain a GMS user ID. This is done by selecting the "First Time User" link under the sign-in box of the GMS home page.

A "submitting government official" who already has a GMS user ID is to verify that his or her GMS user profile information is up-to-date.

**3. Locate and select the SCAAP online application within GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Select "Bureau of Justice Assistance," then click "Search."

- Select "State Criminal Alien Assistance Program."
- Select the "Apply Online" button in the "Action" column to access the SCAAP online application.

**4. Complete and submit the SCAAP online application,** following the instructions in the *State and Criminal Alien Assistance Program: FY 2018 Program Requirements and Application Instructions* (of which this is Appendix A). If the application is submitted successfully to GMS, GMS will display a screen that confirms that the application was submitted successfully. OJP urges each applicant to submit its application **at least 72 hours prior** to the application due date.

## **Appendix B**

**SCAAP Data elements for “inmate records” –  
FY 2018 Program**

### SCAAP DATA ELEMENTS FOR "INMATE RECORDS" – FY 2018 PROGRAM

The table below shows the data elements for an "inmate record" for an "eligible inmate." These data elements (along with the associated "Instructions") apply to all Inmate records for "eligible inmates," whether provided by direct data entry in the online application or by upload of an ASCII-format file.

The table also shows the ASCII fixed-field format to be used by an applicant government that chooses to provide its "inmate records" by ASCII file upload. In creating the ASCII-format file for upload, it is critical to follow the format requirements carefully and accurately. For example, GMS will reject any "inmate record" that is not exactly 158 characters long.

**Note: Do not use the TAB key to enter required spaces.** After entering the appropriate information in a given field, use the **SPACE BAR** if spaces must be entered to complete the entry and advance to the beginning of the next field.

Data Field Specifications					Instructions
Order In Data String	Data Element Name	Field Length	Begin At Column	Mandatory Item	
1	A-number	9	1	Yes, two options available	This is an "Alien number" or "Alien Registration number" assigned by (DHS) ICE and used to track individuals and verify identity. <b>Do not use letters (A) or symbols (such as dashes).</b> Use zeros (0) as the beginning digit(s) if the A-number is fewer than 9 digits. If the A-number is number is not available, enter 9 zeros (0).
2	Last name(s)	40	10	Yes	If the name is fewer than 40 characters, enter the name and leave the remainder of the field blank. In the case of compound or hyphenated names, leave in the hyphen or space between the names. (Be aware that many Hispanics use two last names; both should be entered in this field.)
3	First name(s)	25	50	Yes	In the case of compound or hyphenated names, leave in the hyphen or space between the names. If the name is fewer than 25 characters, enter the name and leave the remainder of the field blank.
4	Middle name(s)	25	75	No, but provide if available	In the case of compound or hyphenated names, leave in the hyphen or space between the names. If the name is fewer than 25 characters, enter the name and leave the remainder of the field blank.
5	Date of birth	8	100	Yes	The date must be in the format YYYYMMDD. Insert a zero "0" in the sequence, as necessary, to fill in all spaces; e.g., "19830305" is March 5, 1983.
6	Unique Inmate Identifier number	15	108	Yes	This number is the unique Inmate Identifier assigned by the applicant government. If the number is fewer than 15 characters, enter the number and leave the remainder of the field blank. If more than one Inmate record is submitted for a particular Inmate and particular period of incarceration (as in the case of aliases), the same Identifier must be used in all such Inmate records.
7	Foreign country of birth	10	123	Yes	If preparing a single ASCII file of "Inmate records," enter the ICE Country Code for the country of birth. The code will be from 2 to 5 letters long. After the code, add spaces to fill the field (the maximum field length is 110 characters). If entering each "Inmate record" data directly into online application, select the appropriate country from the drop-down menu. If the individual identifies a specific country of birth, but that country does not appear on the list (or in the drop-down menu, for direct data entry), use a country in close geographic proximity, not "unknown."



# SCAAP DATA ELEMENTS FOR "INMATE RECORDS" – FY 2018 PROGRAM (cont'd)

Data Field Specifications					Instructions
Order In Data String	Data Element Name	Field Length	Begin At Column	Mandatory Item	
8	"Date Incarcerated" (see Instructions below)	8	133	Yes	The date must be in the format YYYYMMDD. See additional Instructions <u>below</u> .
9	"Date released" (see Instructions below)	8	141	Yes	The date must be formatted YYYYMMDD. See additional Instructions <u>below</u> .
10	FBI number	10	149	No, but provide if available	This number is issued by the FBI to track arrests and fingerprint records. If the FBI number is not available, leave this field blank by inserting 10 spaces.  If the FBI number is fewer than 10 characters, enter the number first, and then insert spaces for the remainder of the field length.

## Instructions for reporting "Date incarcerated" and "Date released"

In an "Inmate record" for a distinct, continuous period of "incarceration" of an "eligible inmate" during the "reporting period"—

"Date Incarcerated" is to be the date – *following conviction of a criminal offense* – that the individual first was "incarcerated" by (or on behalf of) the applicant government, pursuant to its own legal authority.

- Special rule for *certain* periods of pre-trial detention (continuous custody):

If an individual was held in custody by (or on behalf of) the applicant government under its legal authority for a period that started before trial and continued *uninterrupted* through *at least* four consecutive days of (post-conviction) "incarceration" during the reporting period, the applicant government may report the starting date of that continuous period of custody as the "date incarcerated."

"Date released" is to be the earlier of— (1) June 30, 2017 (the final day of the pertinent "reporting period"), or (2) the date the "eligible inmate" "incarcerated" by or on behalf of the applicant government under its own legal authority was released from his/her confinement pursuant to that legal authority.

- Special rule for *certain* unusual circumstances (outstanding warrants and detainer requests):

If an "eligible inmate" is "incarcerated" by or on behalf of the applicant government under its own legal authority for at least four consecutive days during the reporting period, and *thereafter* the individual continues – *without interruption* – to be lawfully held in custody by the applicant government for one or more additional days (during the reporting period) on the basis of an *outstanding warrant or detainer request from the federal government* (or on the basis of an *outstanding warrant from another "State" or "unit of local government"*), the applicant government may report the ending date of that continuous period of confinement as the "date released," *provided* that the applicant government was not paid or otherwise compensated by the other government (federal, State, or local) for the additional days it held the individual on the basis of the outstanding warrant or detainer request.

## Appendix C

(DHS) ICE country codes – for use in “inmate records”

Country Name	ICE Code	Country Name	ICE Code	Country Name	ICE Code
Afghanistan	AFGHA	Chad	CHAD	Ghana	GHANA
Albania	ALBAN	Chile	CHILE	Gibraltar	GIBRA
Algeria	ALGER	China, Peoples Republic	CHINA	Greece	GREEC
Andorra	ANDOR	Christmas Island	CHRIS	Greenland	GREEN
Angola	ANGOL	Cocos Islands	COCOS	Grenada	GRENA
Anguilla	ANGUI	Colombia	COLOM	Guadeloupe	GUADE
Antigua-Barbuda	ANTIG	Comoros	COMOR	Guatemala	GUATE
Argentina	ARGEN	Congo, Democratic Republic	DECON	Guinea	UINEA
Armenia	ARMEN	Congo, Republic	CONGO	Guinea Bissau	BISSA
Aruba	ARUBA	Cook Islands	COOK	Guyana	GUYAN
Australia	ALIA	Costa Rica	COSTA	Haiti	HAITI
Austria	STRIA	Cote d'Ivoire	IVORY	Holy See	VATIC
Azerbaijan	AZERB	Croatia	CROAT	Honduras	HONDU
Bahamas, The	BAHAM	Cuba	CUBA	Hong Kong	HONGK
Bahrain	BAHRA	Cyprus	CYPRU	Hungary	HUNGA
Bangladesh	BANGL	Czech Republic	CZREP	Iceland	ICELA
Barbados	BARBA	Czechoslovakia, former	CZECH	India	INDIA
Belarus	BELAR	Denmark	DENMA	Indonesia	INDON
Belgium	BELGI	Djibouti	DJIBO	Iran	IRAN
Belize	BELIZ	Dominica	INICA	Iraq	IRAQ
Benin	BENIN	Dominican Republic	DR	Ireland	IRELA
Bermuda	BERMU	Ecuador	ECUAD	Israel	ISRAE
Bhutan	BHUTA	Egypt	EGYPT	Italy	ITALY
Bolivia	BOLIV	El Salvador	ELSAL	Jamaica	JAMAI
Bosnia-Herzegovina	BOSNI	Equatorial Guinea	EQUAT	Japan	JAPAN
Botswana	BOTSW	Eritrea	BRITR	Jordan	JORDA
Brazil	BRAZI	Estonia	ESTON	Kazakhstan	KAZAK
British Virgin Islands	BVI	Ethiopia	ETHIO	Kenya	KENYA
Brunei	BRUNE	Falkland Islands	FALKL	Kiribati	KIRIB
Bulgaria	BULGA	Fiji	FIJI	Korea	KORBA
Burkina Faso	BURKI	Finland	FINLA	Kuwait	KUWAI
Burma	BURMA	France	FRANC	Kyrgyzstan	KYRGY
Burundi	BURUN	French Guiana	FRGUI	Laos	LAOS
Cambodia	CAMBO	French Polynesia	POLYN	Latvia	LATVI
Cameroon	CAMER	French Southern and Antarctic Lands	ANTAR	Lebanon	LEBAN
Canada	CANAD	Gabon	GABON	Lesotho	LESOT
Cape Verde	CAPEV	Gambia	GAMBI	Liberia	LIBER
Cayman Islands	CAYMA	Georgia	GEORG	Libya	LIBYA
Central African Republic	CAFRI	Germany	GERMA	Liechtenstein	LIECH

Country Name	ICL Code	Country Name	ICL Code	Country Name	ICL Code
Lithuania	LITHU	Palestine	PALES	Sweden	SWEDE
Luxembourg	LUXEM	Panama	PANAM	Switzerland	SWITZ
Macau	MACAU	Papua New Guinea	PAPUA	Syria	SYRIA
Macedonia	MACED	Paraguay	PARAG	Taiwan	TAIWA
Madagascar	MADAG	Peru	PERU	Tajikistan	TAJK
Malawi	MALAW	Philippines	PHILI	Tanzania	TANZA
Malaysia	MALAY	Pitcairn Island	PITCA	Thailand	THAIL
Maldives	MALDI	Poland	POLAN	Togo	TOGO
Mali	MALI	Portugal	PORTU	Tonga	TONGA
Malta	MALTA	Qatar	QATAR	Trinidad and Tobago	TRINI
Marshall Islands	MARSH	Reunion	REUNI	Tunisia	TUNIS
Martinique	MARTI	Romania	ROMAN	Turkey	TURKE
Mauritania	MAUTA	Russia	RUSSI	Turkmenistan	TURKM
Mauritius	MAUTI	Rwanda	RWAND	Turks and Caicos Islands	TURKS
Mexico	MEXIC	Samoa	SAMOA	Tuvalu	TUVAL
Micronesia, Federated States	FSM	San Marino	SANMA	Uganda	UGAND
Moldova	MOLDO	Sao Tome and Principe	SAOTO	Ukraine	UKRAI
Monaco	MONAC	Saudi Arabia*	SAUDI	United Arab Emirates	UAE
Mongolia	MONGO	Senegal	SENEG	United Kingdom	UK
Montserrat	MONTS	Seychelles	SEYCH	Uruguay	URUGU
Morocco	MOROC	Sierra Leone	SIERR	Uzbekistan	UZBEK
Mozambique	MOZAM	Singapore	SINGA	Vanuatu	VANUA
Namibia	NAMIB	Slovak Republic	SLOVA	Venezuela	VENEZ
Nauru	NAURU	Slovenia	SLOVE	Vietnam	VIBTN
Nepal	NEPAL	Solomon Islands	SOLOM	Wallis and Futuna Islands	WALLI
Netherlands	NETHE	Somalia	SOMAL	West Indies	WINDI
Netherlands Antilles	ANTIL	South Africa	SAFRI	Western Sahara	WSAHA
New Caledonia	NEWCA	South Korea	SKORE	Western Samoa	WSAMO
New Zealand	NEWZE	Soviet Union, former	USSR	Yemen	YEMEN
Nicaragua	NICAR	Spain	SPAIN	Yugoslavia, former	YUGOS
Niger	NIGE	Sri Lanka	SRILA	Zambia	ZAMBI
Nigeria	NIGIA	St. Helena	STHEL	Zimbabwe	ZIMBA
Niue	NIUE	St. Kitts-Nevis	STKIT		
North Korea	NKORE	St. Lucia	STLUC	Born on ship/plane	SHIP
Northern Ireland	NIREL	St. Pierre and Miquelon	STPIE	Stateless	STATE
Norway	NORWA	St. Vincent and the Grenadines	STVIN	Unknown	UNKNO
Oman	OMAN	Sudan	SUDAN	* ARABI also may be used as the code for Saudi Arabia	
Pakistan	PAKIS	Suriname	SURIN		
Palau	PALAU	Swaziland	SWAZI		

## **Appendix D**

Instructions for upload of ASCII fixed-field file  
of "inmate records"

## Upload of an ASCII fixed-field file of all "inmate records"

This method for submitting "inmate records" on "eligible inmates" allows an applicant to submit its entire set of inmate records as a **single ASCII-formatted file** uploaded directly into GMS. Appendix B specifies the required fields and format.

Each "inmate record" in the uploaded ASCII file is to contain **all** mandatory data fields in the specified format. Through a file upload "status report" (which will refer to each "inmate record" as a "line"), GMS will flag "inmate records" within the ASCII file that do not contain the required information, are not exactly 158 characters long, or do not follow (or appear not to follow) the specified data format.

"Inmate records" that are incomplete or are not in the specified format as of the date and time of the application deadline will **not** be considered as part of OJP's payment calculation process. If an ASCII Inmate-record file has been uploaded, but the applicant government has **not** yet submitted its application to OJP's GMS, the applicant has the option to correct, add to, or otherwise modify the ASCII Inmate-record file and upload that file as a **replacement** for the entire file previously uploaded. (See below.)

To help ensure that the maximum number of "inmate records" is taken into account in the calculation of the amount of any payment, the applicant should be **meticulous** in preparing the ASCII fixed-field file. If GMS nevertheless identifies errors in the file – and the application deadline has not yet passed – the applicant should correct those errors as soon as possible, **before** it "submits" the application to GMS.

### ALERTS

- An ASCII "inmate-record" file may **not** be corrected, added to, or modified in **any way** once the application deadline has passed.
- If an applicant uploads an ASCII fixed-field file of "inmate records," any subsequent upload of a new or modified file **will overwrite (and delete)** the previously-uploaded file **in its entirety**. Similarly, the addition of **any** inmate records via direct data entry will overwrite (and delete) the previously-uploaded ASCII fixed-field file **in its entirety**.
- Upload of a large ASCII fixed-field file of "inmate records" may take a considerable amount of time.
  - Generally, there is a brief start-up delay when the upload is being initiated.
  - A file that contains 50,000 "inmate records" may take 15 minutes or longer to upload, even after the file upload actually has begun.
  - If the applicant's Internet browser "times out" or is disconnected during the file upload process, errors may result. It is important to review the file upload "status report" (see below) to determine whether the expected number of "inmate records" in fact was uploaded.

## **The Upload Process - In General**

To submit "inmate records" for "eligible inmates" by uploading a single ASCII fixed-field file that includes all such inmate records, follow these steps:

Step 1: In section 4 of the online application, click on the "Upload ASCII fixed-field file" radio button.

Step 2: Click on the "Upload" box to attach the file. A pop-up window will appear.

Step 3: Click on the "Browse" button in the pop-up window.

Step 4: Locate the correct file name and double-click on it. The file name will appear in the blank field.

Step 5: Click the "Upload" button. (A message should appear in the pop-up window that indicates the status of the file upload. Click the "X" in the upper right corner of the pop-up box to close it.) The ASCII fixed-field file name should now appear next to the upload button on the main page.

**The File Upload Status Report.** During the "Upload ASCII fixed-field file" process, a red flashing bar will appear at the bottom of the screen. This bar will continue to flash until the upload process has stopped.

At that time, an on-screen file upload "status report" will appear. OJP strongly recommends that the applicant print a copy of each such status report.

The file upload "status report" will indicate the total number of "Inmate records" uploaded and the number of those records that are "complete." In addition, the report will provide a detailed list of any inmate records (by "line" number) that are incomplete and/or are not in the specific data format. It also will indicate the data fields in which the error(s) appear.

To exit the file upload "status report" and return to section 4 of the online application ("Information on 'Eligible Inmates'"), click "Close."

# Appendix E

## SCAAP payment calculations – General overview



### A general overview of the method OJP uses to calculate payments under SCAAP

1. DHS review of "inmate records." All "complete" inmate records submitted in timely applications from eligible applicants are forwarded by OJP to DHS promptly after the application deadline.
2. DHS conducts a detailed data review that focuses on determining whether each individual identified in an "inmate record" *in fact* was "undocumented" – or was instead a U.S. citizen (or national) or otherwise lawfully present in the United States – at the time of the incarceration identified in the inmate record.
3. DHS provides the results of its review to OJP.
4. OJP reviews the data provided by applicants, including data on "correctional officers," "actual salary expenditures for correctional officers," and "total all inmate days." As appropriate and feasible, OJP requires additional – or corrected – information from applicants.
5. For each applicant government with one or more "inmate records" determined to be eligible for payment, GMS calculates the average per-day (salaries) cost per inmate for the applicable "reporting period." In general, this is done by dividing "actual salary expenditures for correctional officers" (for the reporting period) by "total all inmate days" (for the reporting period).
6. Using the results of the DHS review, the OJP review, and each applicant's average per-day (salaries) cost per inmate, GMS calculates an amount – referred to as the applicant's total "eligible inmate costs" – that reflects the applicant's total (salaries) costs of incarcerating "undocumented criminal aliens" during the applicable "reporting period."
7. Funds available from appropriations to OJP for SCAAP for the particular application cycle are paid to applicant governments on a proportionate (percentage) basis, using each applicant's total "eligible inmate costs."

For the FY 2016 program, the result of this process was that payments made to applicant governments that received payments represented approximately 17 percent of each such applicant's total "eligible inmate costs."

PGM: GMCOMMV2	DATE 10-01-2018	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	270.84	451215
DAWN DONUTS	45.50	451360
		316.34**
ROAD & BRIDGE PCT.#1		
RB EVERETT & COMPANY, INC.	3,900.00	451151
AT&T	66.98	451202
SOUTHERN TIRE MART, LLC	904.74	451225
DEPARTMENT OF INFORMATION RESOURCES	.07	451232
UNITED STATES POSTAL SERVICE	.47	451248
GULF COAST	572.85	451368
		5,445.11**
ROAD & BRIDGE PCT.#2		
M&D SUPPLY	201.87	451172
MUNRO'S	40.00	451178
OFFICE DEPOT	311.79	451183
PHILPOTT MOTORS, INC.	141.60	451185
RITTER @ HOME	778.93	451192
SETZER HARDWARE, INC.	192.45	451197
TRI-CITY FASTENER & SUPPLY	91.75	451214
FASTENAL	174.94	451228
DEPARTMENT OF INFORMATION RESOURCES	.04	451232
LOWE'S HOME CENTERS, INC.	479.03	451253
ELKINS TRACTOR & HAULING SERVICE	270.00	451257
BUMPER TO BUMPER	874.28	451269
NEW WAVE WELDING TECHNOLOGY	317.95	451293
INTERSTATE ALL BATTERY CENTER - BMT	234.90	451299
PRO CHEM INC	806.40	451328
GCR TIRES & SERVICE	142.00	451349
GULF COAST	2,052.32	451368
		7,110.25**
ROAD & BRIDGE PCT. # 3		
A&A EQUIPMENT	356.90	451113
FARM & HOME SUPPLY	3.74	451153
GULF COAST AUTOMOTIVE, INC.	325.98	451161
ENTERGY	127.30	451163
MUNRO'S	23.40	451178
PHILPOTT MOTORS, INC.	331.92	451185
SOUTHERN TIRE MART, LLC	4,850.05	451225
DEPARTMENT OF INFORMATION RESOURCES	.07	451232
FIRST CALL	227.82	451258
KNIFE RIVER	3,264.00	451285
B-GREENER INDUSTRIAL CLEANERS LLC	1,424.17	451305
NORTHERN TOOL AND EQUIPMENT	667.84	451318
ON TIME TIRE	265.00	451323
WALLER COUNTY ASPHALT	2,900.00	451365
		14,312.55**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	121.18	451115
CHEM SEARCH	382.80	451134
CHUCK'S WRECKER SERVICE	750.00	451135
CITY OF BEAUMONT - WATER DEPT.	19.60	451136
COTTON CARGO	21.25	451144
RB EVERETT & COMPANY, INC.	847.00	451151
GULF COAST SCREW & SUPPLY	124.40	451162
M&D SUPPLY	242.19	451172
MCKESSON MEDICAL-SURGICAL INC	2,247.23	451230
DEPARTMENT OF INFORMATION RESOURCES	.20	451232
		4,755.85**
ENGINEERING FUND		
DLT SOLUTIONS LLC	1,829.74	451123
OFFICE DEPOT	78.17	451183
TRI-CITY COFFEE SERVICE	61.40	451215
UNITED STATES POSTAL SERVICE	.41	451248
		1,969.72**
PARKS & RECREATION		

PGM: GMCOMMV2	DATE 10-01-2018	PAGE: 2 293
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	285.70	451163
B.C. MILLER ELECTRIC, INC.	2,995.00	451176
MATHESON TRI-GAS	422.00	451216
SPRINT WASTE SERVICES LP	465.02	451344
GENERAL FUND		4,167.72**
CITY OF PORT ARTHUR	204.11	451137
TAX OFFICE		204.11*
OFFICE DEPOT	160.06	451183
ACE IMAGEWEAR	21.22	451198
TEXAS AGRILIFE EXTENSION SERVICES	675.00	451212
DEPARTMENT OF INFORMATION RESOURCES	.07	451232
UNITED STATES POSTAL SERVICE	309.11	451248
ROCHESTER ARMORED CAR CO INC	378.40	451310
COUNTY HUMAN RESOURCES		1,543.86*
MOORMAN & ASSOCIATES, INC.	300.00	451177
OFFICE DEPOT	1,334.37	451183
PINNACLE EMPLOYEE TESTING	570.00	451186
PRE CHECK, INC.	100.75	451237
UNITED STATES POSTAL SERVICE	2.23	451248
VERENICE ROSALES	50.69	451351
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	130.00	451364
HILARY ALLEN	109.43	451367
AUDITOR'S OFFICE		2,597.47*
OFFICE DEPOT	461.53	451183
UNITED STATES POSTAL SERVICE	14.47	451248
COUNTY CLERK		476.00*
UNITED STATES POSTAL SERVICE	205.45	451248
FILEX SYSTEMS, INC.	1,862.00	451314
COUNTY JUDGE		2,067.45*
UNITED STATES POSTAL SERVICE	4.90	451248
ROCKY LAWDERMILK	1,600.00	451255
KIMBERLY PHELAN, P.C.	500.00	451275
J.T. HAYNES	500.00	451276
HARVEY L WARREN III	1,600.00	451302
DANE DENNISON	500.00	451347
JAN GIROUARD & ASSOCIATES LLC	600.00	451362
RISK MANAGEMENT		5,304.90*
UNITED STATES POSTAL SERVICE	15.46	451248
COUNTY TREASURER		15.46*
UNITED STATES POSTAL SERVICE	164.25	451248
PRINTING DEPARTMENT		164.25*
OFFICE DEPOT	2,812.44	451183
OLMSTED-KIRK PAPER	260.78	451184
PURCHASING DEPARTMENT		3,073.22*
BEAUMONT ENTERPRISE	3,040.84	451149
PORT ARTHUR NEWS, INC.	1,206.70	451187
UNITED STATES POSTAL SERVICE	93.63	451248
GENERAL SERVICES		4,341.17*
CURTIS 1000, INC.	1,878.57	451145

PGM: GMCOMMV2	DATE 10-01-2018	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
CASH ADVANCE ACCOUNT	25.00	451167
SPINDLETOP MHMR	33,650.58	451171
TIME WARNER COMMUNICATIONS	612.33	451206
TRI-CITY COFFEE SERVICE	87.20	451215
ADVANCED STAFFING	97.50	451227
CROWN CASTLE INTERNATIONAL	1,544.91	451265
SAM'S CLUB DIRECT	50.00	451330
		37,946.09*
DATA PROCESSING		
DELL MARKETING L.P.	25.99	451146
CDW COMPUTER CENTERS, INC.	3,175.72	451229
VERIZON WIRELESS	75.98	451246
GLOBAL KNOWLEDGE TRAINING LLC	375.00	451387
		3,652.69*
VOTERS REGISTRATION DEPT		
OFFICE DEPOT	301.12	451183
UNITED STATES POSTAL SERVICE	175.69	451248
		476.81*
ELECTIONS DEPARTMENT		
UNITED STATES POSTAL SERVICE	5,161.40	451248
		5,161.40*
DISTRICT ATTORNEY		
FED EX	6.13	451154
CASH ADVANCE ACCOUNT	386.90	451167
KIRKSEY'S SPRINT PRINTING	74.85	451169
JOHN NELSON	228.90	451179
STATE BAR OF TEXAS	770.00	451203
UNITED STATES POSTAL SERVICE	155.30	451248
PATRIOT GROUP	2,200.00	451281
CIOX HEALTH	252.49	451371
		4,074.57*
DISTRICT CLERK		
OFFICE DEPOT	1,852.23	451183
UNITED STATES POSTAL SERVICE	331.46	451248
		2,183.69*
CRIMINAL DISTRICT COURT		
CRISTY SMITH	2,056.40	451130
UNITED STATES POSTAL SERVICE	11.08	451248
		2,067.48*
58TH DISTRICT COURT		
ACCO BRANDS DIRECT	67.49	451338
		67.49*
60TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	4.90	451248
		4.90*
172ND DISTRICT COURT		
UNITED STATES POSTAL SERVICE	29.39	451248
LEXIS-NEXIS	112.00	451249
		141.39*
252ND DISTRICT COURT		
WENDELL RADFORD	900.00	451190
UNITED STATES POSTAL SERVICE	70.05	451248
STEVEN GREENE	291.07	451341
		1,261.12*
279TH DISTRICT COURT		
MARVA PROVO	325.00	451189
BRACK JONES JR.	200.00	451226
UNITED STATES POSTAL SERVICE	1.84	451248
JONATHAN L. STOVALL	100.00	451311
REALTIME REPORTING SERVICES INC.	1,851.15	451313
ALICIA K HALL	300.00	451322
WILLIAM FORD DISHMAN	200.00	451342

PGM: GMCOMMV2	DATE 10-01-2018	AMOUNT	CHECK NO.	PAGE: 4 295 TOTAL
GORDON D FRIESZ		150.00	451359	
317TH DISTRICT COURT				3,127.99*
PHILLIP DOWDEN		150.00	451124	
NATHAN REYNOLDS, JR.		300.00	451191	
CHARLES ROJAS		500.00	451231	
JUDY PAASCH		2,393.61	451270	
TONYA CONNELL TOUPS		150.00	451290	
JONATHAN L. STOVALL		1,500.00	451311	
LINDSAY LAW FIRM, PLLC		2,000.00	451312	
BRITTANIE HOLMES		150.00	451331	
TARA SHELANDER		500.00	451346	
MELANIE AIREY		225.00	451352	
LAW OFFICE OF J SCOTT FREDERICK		500.00	451353	
JUSTICE COURT-PCT 1 PL 1				8,368.61*
OFFICE DEPOT		303.91	451183	
TEXAS STATE UNIVERSITY SAN MARS		300.00	451201	
UNITED STATES POSTAL SERVICE		43.57	451248	
JUSTICE COURT-PCT 2				647.48*
CLASSIC FORMS AND PRODUCTS		99.00	451261	
JUSTICE COURT-PCT 4				99.00*
DEPARTMENT OF INFORMATION RESOURCES		.43	451232	
JUSTICE COURT-PCT 6				.43*
UNITED STATES POSTAL SERVICE		25.82	451248	
JUSTICE COURT-PCT 7				25.82*
AT&T		32.35	451202	
DEPARTMENT OF INFORMATION RESOURCES		.11	451232	
COUNTY COURT AT LAW NO.1				32.46*
UNITED STATES POSTAL SERVICE		2.45	451248	
SIERRA SPRING WATER CO. - BT		78.60	451251	
COUNTY COURT AT LAW NO. 2				81.05*
DAVID W BARLOW		250.00	451126	
DONALD BOUDREAUX		250.00	451129	
BRUCE W. COBB		300.00	451140	
CASH ADVANCE ACCOUNT		693.02	451167	
UNITED STATES POSTAL SERVICE		4.08	451248	
WILLIAM MARCUS WILKERSON		250.00	451332	
JARED GILTHORPE		250.00	451348	
COUNTY COURT AT LAW NO. 3				1,997.10*
JOHN D WEST		250.00	451235	
UNITED STATES POSTAL SERVICE		.82	451248	
MEDIATION CENTER				250.82*
MARKET BASKET		239.33	451173	
SOUTHEAST TEXAS WATER		43.70	451200	
UNITED STATES POSTAL SERVICE		2.86	451248	
KARA HAWTHORN		650.93	451316	
TAMMY BOOKER		13.40	451333	
AMANDA TRIM		34.88	451366	
ALTERNATIVE SCHOOL				985.10*
COASTAL WELDING SUPPLY		215.99	451139	
SANITARY SUPPLY, INC.		999.80	451195	
SCOTT EQUIPMENT, INC.		1,635.03	451196	

PGM: GMCOMMV2	DATE 10-01-2018	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
INDEPENDENT STATIONERS	498.94	451315
SHERIFF'S DEPARTMENT		3,349.76*
EQUINE MEDICINE & SURGERY	230.00	451150
KAY ELECTRONICS, INC.	470.00	451168
DEPARTMENT OF INFORMATION RESOURCES	537.62	451232
UNITED STATES POSTAL SERVICE	1,432.71	451248
EVIDENT CRIME SCENE PRODUCTS	680.43	451260
FIVE STAR FEED	381.00	451262
COPQUEST INC	117.50	451274
INTERSTATE ALL BATTERY CENTER - BMT	148.00	451299
SILSBEE FORD INC	1,387.98	451343
CRIME LABORATORY		5,089.24*
FISHER SCIENTIFIC	120.75	451155
W.W. GRAINGER, INC.	182.92	451159
M&D SUPPLY	631.99	451172
OFFICE DEPOT	816.99	451183
BROWNELLS, INC.	6.99	451223
VERIZON WIRELESS	60.05	451245
ULTRA LABELING SYSTEMS	265.46	451284
DPS REPROGRAPHICS & DISTRIBUTION	195.00	451329
JAIL - NO. 2		2,280.15*
A-1 GLASS CO.	400.00	451114
PLASTOCON, INC.	6,000.00	451117
JONES-ZYLON CO.	10,647.39	451119
CLASSIC TINT	309.00	451125
BURTS, INC.	4,800.00	451131
COASTAL WELDING SUPPLY	248.06	451139
DELTA FASTENER, INC.	1,282.56	451147
ECOLAB	199.95	451148
GT DISTRIBUTORS, INC.	450.73	451156
W.W. GRAINGER, INC.	807.73	451159
GRAYBAR ELECTRIC COMPANY, INC.	171.40	451160
CASH ADVANCE ACCOUNT	3,937.00	451167
KIRKSEY'S SPRINT PRINTING	24.95	451169
KOMMERICAL KITCHENS	432.99	451170
M&D SUPPLY	1,583.24	451172
OFFICE DEPOT	1,293.18	451183
PHILPOTT MOTORS, INC.	480.42	451185
RITTER @ HOME	968.00	451192
RALPH'S INDUSTRIAL ELECTRONICS	289.29	451193
SCOTT EQUIPMENT, INC.	27.69	451196
SHERWIN-WILLIAMS	2,362.36	451199
TEJAS MFG & RV SUPERSTORE, INC.	93.74	451211
WORTH HYDROCHEM	327.00	451221
DEPARTMENT OF INFORMATION RESOURCES	2.59	451232
UNIVAR USA, INC.	2,037.92	451233
LOWE'S HOME CENTERS, INC.	1,529.41	451253
STANLEY SHIPPER	8.60	451263
NORTH SHORE SUPPLY COMPANY	1,242.00	451266
INTERCONTINENTAL JET CORP	2,659.06	451271
BELT SOURCE	25.67	451277
MARK ELLIS	36.86	451278
DOGUET RICE MILLING COMPANY	96.00	451282
ICS	39.00	451286
PURVIS BEARING SERVICE	80.07	451289
WORLD FUEL SERVICES	277.80	451301
CHIEF SUPPLY	121.39	451306
INDEPENDENT STATIONERS	1,486.31	451315
EPIC CARD SERVICES LLC	705.57	451327
SAM'S CLUB DIRECT	1,195.90	451330
MATERA PAPER COMPANY INC	1,420.31	451336
THOMSON REUTERS-WEST	172.00	451337
SILSBEE FORD INC	64,117.20	451343
24 HR SAFETY LLC	60.55	451345
GALLS LLC	12,291.62	451356
TURBINE AIRCRAFT COMPONENTS LLC	1,259.75	451369
WATCO INDUSTRIAL FLOORING INC	5,146.74	451373

PGM: GMCOMMV2	DATE 10-01-2018	PAGE: 6 297 TOTAL
NAME	AMOUNT	CHECK NO.
AXON ENTERPRISE INC	183.00	451374
FOOD MARKETING CONCEPTS INC	42,261.84	451376
HARDIE'S FRESH FOODS	10,754.46	451377
BIMBO BAKERIES USA INC	2,391.98	451378
CORRHEALTH LLC	157,801.70	451382
		346,541.98*
JUVENILE PROBATION DEPT.		
VERIZON WIRELESS	51.68	451246
UNITED STATES POSTAL SERVICE	.82	451248
		52.50*
CONSTABLE PCT 1		
VERIZON WIRELESS	227.94	451246
UNITED STATES POSTAL SERVICE	41.53	451248
		269.47*
CONSTABLE-PCT 2		
VERIZON WIRELESS	113.97	451246
SILSBEE FORD INC	610.84	451343
		724.81*
CONSTABLE-PCT 4		
KIRKSEY'S SPRINT PRINTING	23.40	451169
VERIZON WIRELESS	113.97	451246
		137.37*
CONSTABLE-PCT 6		
VERIZON WIRELESS	113.97	451246
UNITED STATES POSTAL SERVICE	10.20	451248
		124.17*
CONSTABLE PCT. 7		
AT&T	32.35	451202
VERIZON WIRELESS	113.97	451246
		146.32*
CONSTABLE PCT. 8		
VERIZON WIRELESS	113.97	451246
THOMSON REUTERS-WEST	50.00	451337
TND WORKWEAR CO LLC	368.00	451370
		531.97*
AGRICULTURE EXTENSION SVC		
M&D SUPPLY	416.83	451172
DAVID OATES	40.00	451363
IMAGE 360 BEAUMONT	16.00	451385
		472.83*
HEALTH AND WELFARE NO. 1		
ENTERGY	70.00	451164
AUSTIN CECIL WALKES MD PA	3,245.08	451220
UNITED STATES POSTAL SERVICE	94.53	451248
TEXAS CONFERENCE OF URBAN COUNTIES	75.00	451256
		3,484.61*
HEALTH AND WELFARE NO. 2		
CLAYBAR FUNERAL HOME, INC.	999.00	451138
OFFICE DEPOT	1,043.38	451183
AT&T	32.35	451202
TIME WARNER COMMUNICATIONS	129.92	451208
AUSTIN CECIL WALKES MD PA	3,245.08	451220
VICKIE MCINTYRE	316.10	451224
MCKESSON MEDICAL-SURGICAL INC	524.95	451230
TEXAS CONFERENCE OF URBAN COUNTIES	75.00	451256
TERRI WATSON	65.00	451279
HEB CREDIT RECEIVABLES DEPT 308	11.49	451292
JACK L MARCUS INC	75.90	451375
		6,518.17*
NURSE PRACTITIONER		
GEORGE V. ZUZUKIN, M.D.	1,000.00	451121
SIERRA SPRING WATER CO. - BT	23.64	451250
		1,023.64*
CHILD WELFARE UNIT		

PGM: GMCOMMV2	DATE 10-01-2018	PAGE: 7
NAME	AMOUNT	CHECK NO.
		TOTAL
J.C. PENNEY'S	1,946.38	451252
ENVIRONMENTAL CONTROL		
DEPARTMENT OF INFORMATION RESOURCES	.07	451232
INDIGENT MEDICAL SERVICES		
OFFICE DEPOT	286.93	451183
KING'S PHARMACY MIDCOUNTY	645.32	451320
MAINTENANCE-BEAUMONT		
JOHNSTONE SUPPLY	895.39	451120
CITY OF BEAUMONT - WATER DEPT.	12,878.85	451136
COBURN'S, BEAUMONT BOWIE (1)	626.12	451141
CONSOLIDATED ELECTRICAL DIST INC.	964.12	451143
ENTERGY	49,157.20	451163
M&D SUPPLY	192.91	451172
MCCOWN PAINT & SUPPLY OF TEXAS	1,305.66	451174
OFFICE DEPOT	248.40	451183
RALPH'S INDUSTRIAL ELECTRONICS	812.28	451193
SANITARY SUPPLY, INC.	1,351.27	451195
ACE IMAGEWEAR	172.52	451198
AT&T	5,621.93	451202
TCT INDUSTRIES, INC.	1,440.00	451210
DEPARTMENT OF INFORMATION RESOURCES	687.95	451232
BAKER DISTRIBUTING COMPANY	891.00	451264
VOSS LIGHTING	594.00	451280
FIRETROL PROTECTION SYSTEMS, INC.	2,040.00	451294
SHERWIN-WILLIAMS	586.88	451298
NEDERLAND FRAME SHOP	706.09	451307
BK INDUSTRIAL SOLUTIONS LLC	952.69	451355
ADVANTAGE INTEREST INC	267.00	451379
MAINTENANCE-PORT ARTHUR		
JOHNSTONE SUPPLY	469.04	451120
AT&T	61.92	451202
DEPARTMENT OF INFORMATION RESOURCES	.09	451232
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	105.00	451297
GLOBAL EQUIPMENT COMPANY	301.14	451303
PARKER LUMBER	360.02	451308
EMERGENCY POWER SERVICE	337.50	451321
KELLEY'S KREATIONS	167.00	451334
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	451340
SUPPLYWORKS	818.14	451357
MAINTENANCE-MID COUNTY		
ALL-PHASE ELECTRIC SUPPLY	420.00	451142
NOACK LOCKSMITH	197.00	451180
RITTER @ HOME	40.89	451192
ACE IMAGEWEAR	64.82	451198
BUBBA'S AIR CONDITIONING	7,200.00	451222
LOWE'S HOME CENTERS, INC.	474.05	451253
FRED MILLER'S OUTDOOR EQUIPMENT LLC	899.94	451354
SERVICE CENTER		
SPIDLE & SPIDLE	3,135.86	451118
CHUCK'S WRECKER SERVICE	320.00	451135
M&D SUPPLY	103.12	451172
MUNRO'S	305.85	451178
JEFFERSON CTY. TAX OFFICE	7.50	451238
JEFFERSON CTY. TAX OFFICE	7.50	451239
JEFFERSON CTY. TAX OFFICE	7.50	451240
JEFFERSON CTY. TAX OFFICE	7.50	451241
JEFFERSON CTY. TAX OFFICE	7.50	451242
JEFFERSON CTY. TAX OFFICE	7.50	451243
JEFFERSON CTY. TAX OFFICE	7.50	451244
BUMPER TO BUMPER	826.00	451269
MIGHTY OF SOUTHEAST TEXAS	855.66	451317

1,946.38\*

.07\*

932.25\*

82,392.26\*

5,369.13\*

9,296.70\*



PGM: GMCOMMV2	DATE 10-01-2018	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
SPANKY'S WRECKER SERVICE INC	150.00	451325
HOLLIER CONSTRUCTION CO LLC	4,800.00	451386
		10,548.99*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	100.41	451248
HILARY GUEST	100.17	451259
		100.58*
		573,774.73**
MOSQUITO CONTROL FUND		
ADAPCO, INC.	81,262.50	451116
SUPERIOR TIRE & SERVICE	57.28	451122
APPLIED INDUSTRIAL TECH	186.74	451127
BIOQUIP PRODUCTS	418.54	451128
CERTIFIED LABORATORIES	282.90	451133
CHEM SEARCH	179.85	451134
FISHER SCIENTIFIC	642.00	451155
W.W. GRAINGER, INC.	104.96	451159
JACK BROOKS REGIONAL AIRPORT	4,182.14	451166
MUNRO'S	57.20	451178
OFFICE DEPOT	208.32	451183
TIME WARNER COMMUNICATIONS	81.15	451207
UNITED PARCEL SERVICE	10.99	451217
FASTENAL	398.18	451228
DEPARTMENT OF INFORMATION RESOURCES	.08	451232
FIRST CALL	864.42	451258
JOHN W HOCK COMPANY	437.00	451296
LJA ENGINEERING INC	2,104.16	451324
RELADYNE	633.84	451339
TARGET SPECIALTY PRODUCTS	29,779.20	451372
		121,891.45**
FEMA EMERGENCY		
RB EVERETT & COMPANY, INC.	201,466.00	451152
VULCAN MATERIALS CO.	3,587.33	451218
FIRETROL PROTECTION SYSTEMS, INC.	3,254.50	451295
ASCO	316,182.00	451335
MARTIN MARIETTA MATERIALS	3,058.72	451358
		527,548.55**
J.C. FAMILY TREATMENT		
JUDY PAASCH	50.00	451270
PATRICIA VELASCO	20.00	451361
		70.00**
SECURITY FEE FUND		
RALPH'S INDUSTRIAL ELECTRONICS	552.96	451193
		552.96**
LAW LIBRARY FUND		
LEXISNEXIS MATTHEW BENDER	1,116.34	451254
THOMSON REUTERS-WEST	191.84	451337
		1,308.18**
EMPG GRANT		
TIME WARNER COMMUNICATIONS	100.50	451209
		100.50**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	31.26	451246
		31.26**
GRANT A STATE AID		
OFFICE DEPOT	237.71	451183
YOUTH ADVOCATE PROGRAM	2,642.50	451288
TRUECORE BEHAVIORAL SOLUTIONS LLC	6.12	451383
		2,886.33**
COMMUNITY SUPERVISION FND		
PRIORITY MANAGEMENT, INC.	43.00	451188
SAM HOUSTON STATE UNIVERSITY	260.00	451194
DEPARTMENT OF INFORMATION RESOURCES	1.43	451232

PGM: GMCOMMV2	DATE 10-01-2018		PAGE: 9
NAME	AMOUNT	CHECK NO.	300 TOTAL
VERIZON WIRELESS	43.95	451246	
UNITED STATES POSTAL SERVICE	42.61	451248	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	451291	7,355.99**
JEFF. CO. WOMEN'S CENTER			
ENTERGY	176.54	451163	
MARKET BASKET	21.82	451173	
KIM MCKINNEY, LPC, LMFT	150.00	451175	
OLMSTED-KIRK PAPER	360.00	451184	
SUPREME SALES CO., INC.	500.00	451204	
SYSCO FOOD SERVICES, INC.	1,276.54	451205	
TEXAS ASSN. OF COUNTIES - RISK	1,016.00	451213	
BURT WALKER PARTNERS, LTD	4,500.00	451219	
DEPARTMENT OF INFORMATION RESOURCES	.34	451232	
TEXAS FIRE & COMMUNICATIONS	95.00	451234	
VERIZON WIRELESS	15.64	451246	
BEN E KEITH FOODS	1,275.55	451267	
ICS	108.00	451286	
ROCHESTER ARMORED CAR CO INC	123.36	451310	
SAM'S CLUB DIRECT	86.00	451330	9,704.79**
MENTALLY IMPAIRED OFFEND.			
SAM HOUSTON STATE UNIVERSITY	260.00	451194	260.00**
COMMUNITY CORRECTIONS PRG			
SAM HOUSTON STATE UNIVERSITY	260.00	451194	260.00**
JAG GRANTS			
DELL MARKETING L.P.	1,817.42	451146	
CDW COMPUTER CENTERS, INC.	6,541.42	451229	8,358.84**
LAW OFFICER TRAINING GRT			
CASH ADVANCE ACCOUNT	502.38	451167	502.38**
COUNTY CLK RECORDS ARCHIV			
MANATRON	2,946.74	451287	2,946.74**
FAMILY PROTECTION FEE FND			
CASA	5,000.00	451132	
GARTH HOUSE	5,000.00	451157	
JEFFERSON CTY. VICTIM'S ASSISTANCE	5,000.00	451268	15,000.00**
CONST. PCT. 8 EDUCATION			
CASH ADVANCE ACCOUNT	1,046.85	451167	1,046.85**
J.P. COURTROOM TECH. FUND			
CDW COMPUTER CENTERS, INC.	409.27	451229	
VERIZON WIRELESS	227.94	451246	637.21**
HOTEL OCCUPANCY TAX FUND			
GOLD CREST ELECTRIC CO., INC.	579.30	451158	
ENTERGY	1,449.02	451163	
M&D SUPPLY	320.60	451172	
MUNRO'S	137.51	451178	
TRI-CITY COFFEE SERVICE	57.55	451215	
DEPARTMENT OF INFORMATION RESOURCES	11.22	451232	
UNITED STATES POSTAL SERVICE	38.15	451248	
JOSEPH SEMIEN	21.80	451283	
ATTABOY TERMITE & PEST CONTROL	55.00	451300	
SAM'S CLUB DIRECT	159.84	451330	2,829.99**
CAPITAL PROJECTS FUND			

PGM: GMCOMMV2	DATE 10-01-2018	AMOUNT	CHECK NO.	PAGE: 10 301 TOTAL
LJA ENGINEERING INC		1,635.33	451324	1,635.33**
AIRPORT FUND				
W.W. GRAINGER, INC.		1,914.12	451159	
OLMSTED-KIRK PAPER		27.60	451184	
E. SULLIVAN ADVERTISING & DESIGN		15,991.02	451236	
VERIZON WIRELESS		37.99	451246	
UNITED STATES POSTAL SERVICE		.41	451248	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS		440.44	451297	
INTERSTATE ALL BATTERY CENTER - BMT		353.85	451299	
EASTERN AVIATION FUELS INC		41,096.63	451350	
FRED MILLER'S OUTDOOR EQUIPMENT LLC		104.85	451354	
L&W SUPPLY CORPORATION		1,334.28	451384	61,301.19**
AIRPORT IMPROVE. GRANTS				
GARVER LLC		3,600.00	451304	3,600.00**
SE TX EMP. BENEFIT POOL				
HOLMES MURPHY		13,750.00	451273	
GROUP ADMINISTRATIVE CONCEPTS INC		135,190.02	451309	
EXPRESS SCRIPTS INC		102,965.97	451380	
UNITEDHEALTHCARE INSURANCE COMPANY		99,025.75	451381	350,931.74**
SETEC FUND				
INDUSTRIAL & COMMERCIAL MECHANICAL		1,652.00	451326	1,652.00**
WORKER'S COMPENSATION FD				
TRISTAR RISK MANAGEMENT		9,272.19	451272	9,272.19**
SHERIFF'S FORFEITURE FUND				
CASH ADVANCE ACCOUNT		1,038.35	451167	
CHASE ELECTRONICS		135.00	451319	
GALLS LLC		1,324.29	451356	2,497.64**
CNTY & DIST COURT TECH FD				
VERIZON WIRELESS		265.93	451246	265.93**
MARINE DIVISION				
W.W. GRAINGER, INC.		391.97	451159	
BUMPER TO BUMPER		95.41	451269	487.38**
				1,746,787.69***



**2019 County Holidays**

**January 21 (Monday)  
Martin Luther King, Jr., Day**

**February 18 (Monday)  
President's Day**

**April 19 (Friday)  
Good Friday**

**May 27 (Monday)  
Memorial Day**

**July 4 (Thursday)  
Independence Day**

**September 2 (Monday)  
Labor Day**

**November 11 (Monday)  
Veteran's Day**

**November 28 & 29 (Thursday & Friday)  
Thanksgiving**

**December 24 & 25 (Tuesday & Wednesday)  
Christmas**

**January 1, 2020 (Wednesday)  
New Year's**





# PROCLAMATION

STATE OF TEXAS

www.pearsoned.com

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 1st day of October, 2018, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

**Children's Miracle Network Hospitals of Southeast Texas and CHRISTUS Southeast Texas Foundation Host Charity Golf Tournament to help local sick kids**

**WHEREAS**, October 22, 2018 is the **Swinging For a Miracle Golf Tournament** at the Beaumont Country Club, where **Children's Miracle Network Hospital of Southeast Texas and CHRISTUS Southeast Texas Foundation** are hosting a charity golf tournament to benefit sick kids in Southeast Texas; and

**WHEREAS**, companies and individuals from all over Southeast Texas help provide lifesaving care and medical equipment for sick and injured children in Southeast Texas community; and

**WHEREAS**, all funds raised in Southeast Texas stay local to provide the best medical care possible to children at CHRISTUS Southeast Texas St. Elizabeth and Jasper Memorial Hospital, enabling local children to have access to life-saving specialized pediatric and neonatal equipment; and

**WHEREAS**, Children’s Miracle Network Hospitals of Southeast Texas and CHRISTUS Southeast Texas Foundation strives to save and improve the lives of local children; and

**NOW, THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court, does hereby proclaim Monday, October 22<sup>nd</sup> as the 7<sup>th</sup> annual Swinging For a Miracle Golf Tournament in Beaumont, Texas.

SIGNED this 1<sup>st</sup> day of October \_\_\_\_\_, 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





STATE OF TEXAS  
COUNTY OF JEFFERSON

COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS

**Texas Department of Agriculture  
Texans Feeding Texans: Home Delivered Meal Grant Program  
RESOLUTION AUTHORIZING COUNTY GRANT  
PROGRAM YEAR 2019**

A RESOLUTION OF THE COUNTY OF JEFFERSON , TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO NUTRITION AND SERVICES FOR SENIORS, AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/ OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION’S ACCOUNTING SYSTEM OR FISCAL AGENT.

BE IT REMEMBERED at a meeting of Commissioners’ Court of Jefferson County, Texas, held on the 1st day of October 2018, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program(Program); and

**WHEREAS**, the Program rules require the County in which an Organization is providing home – delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization’s accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

**WHEREAS**, the County recognizes Elaine Shellenberger as an Official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

**BE IT RESOLVED BY THE COUNTY:**


**SECTION 1:** The County hereby certifies that it has made a grant to the Organization in the amount of \$65,000.00 to be used between the 1<sup>st</sup> of October, 2018 and the 30<sup>th</sup> of September, 2019.

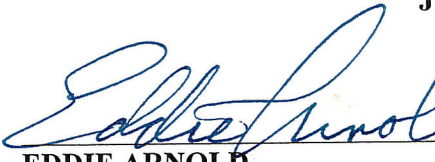
**SECTION 2:** The County hereby certifies that the Organization provides home- delivered meals to homebound persons in the County who are elderly and/ or have a disability.


**SECTION 3:** The County hereby certifies that it has approved the Organization’s accounting system or fiscal agent which meets financial management system requirements as set forth in Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

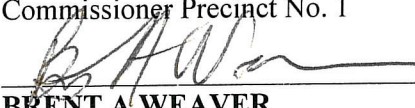
Introduced, read, and passed by the affirmative vote of the County on this 1st day of October, 2018.


SIGNED this 1st day of October 2018.

  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

  
\_\_\_\_\_  
**EDDIE ARNOLD**  
Commissioner Precinct No. 1

  
\_\_\_\_\_  
**MICHAEL S. SINEGAL**  
Commissioner Precinct No. 3

  
\_\_\_\_\_  
**BRENT A. WEAVER**  
Commissioner Precinct No. 2

  
\_\_\_\_\_  
**EVERETTE D. ALFRED**  
Commissioner Precinct No. 4





**AGENDA ITEM****October 1, 2018**

Consider and possibly approve an Order With Respect to Natgasoline LLC Project to approve financing of the project with the issuance of bonds by Mission Economic Development Corporation, pursuant to Section 147(f) of the Internal Revenue Code of 1986.

# **CERTIFICATE FOR ORDER**

THE STATE OF TEXAS     §  
                                      §  
 COUNTY OF JEFFERSON   §

We, the undersigned officers of the Commissioners Court of Jefferson County, Texas, hereby certify as follows:

1. The Commissioners Court of Jefferson County, Texas, convened in regular meeting on October 1, 2018, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

Jeff Branick	County Judge
Eddie Arnold	Commissioner, Precinct 1
Brent Weaver	Commissioner, Precinct 2
Michael Sinegal	Commissioner, Precinct 3
Everette "Bo" Alfred	Commissioner, Precinct 4

and all of said persons were present except for N/A, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

## **ORDER WITH RESPECT TO NATGASOLINE LLC PROJECT**

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: 5;

NOES: 0;

ABSTENTIONS: 0.

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said order has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED this October 1, 2018.



*Caroline L. Mundy*  
 County Clerk



**ORDER WITH RESPECT TO  
NATGASOLINE LLC  
PROJECT**

WHEREAS, Natgasoline LLC and/or its subsidiaries or affiliates (collectively, the "Company") has requested that Mission Economic Development Corporation (the "Issuer") issue one or more series of revenue bonds (collectively, the "Bonds"), and loan the proceeds thereof to the Company for the purpose of financing any one or more of the following costs: (i) acquisition, construction, improvement, development, equipping, and furnishing of a methanol production facility, including the acquisition of any land in connection therewith, located at or about 2366 Sulphur Plant Road, Beaumont, Jefferson County, Texas 77705; (ii) all or a portion of the costs of issuing the Bonds; and (iii) refinancing all or a portion of the entire outstanding principal amount, and any redemption premium thereon, of MEDC's Senior Lien Revenue Bonds (Natgasoline Project) Series 2016A and Senior Lien Revenue Bonds (Natgasoline Project) Series 2016B, the proceeds of which were used to finance the facility described above (the "Series 2016 Bonds") (collectively, the "Project"); and

WHEREAS, in order that the Project may be financed and refinanced with the proceeds of the Bonds, the Commissioners Court of Jefferson County Texas (the "Commissioners Court") must request that the Issuer exercise its powers within Jefferson County, Texas (the "County") for the purpose of issuing such Bonds to finance and refinance the Project, such request being intended to satisfy the requirements of Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended (the "Act"); and

WHEREAS, the Commissioners Court desires hereby to make such request of the Issuer and to take other actions to enable the Issuer to issue the Bonds and the Company to use the proceeds thereof to finance and refinance the Project;

WHEREAS, approval of the Commissioners Court as the "applicable elected representative" is also required in connection with the issuance of the Bonds in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the Commissioners Court desires hereby to give such approval.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

Section 1. Approval for State Law Purposes. In order that the Project may be financed and refinanced with proceeds of the Bonds in accordance with Section 501.159 of the Act, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such Bonds in one or more series to finance and refinance the Project. This approval is intended to satisfy the requirements of Section 501.159 of the Act.

Section 2. Public Hearing and Approval for Federal Tax Purposes. In order to comply with Section 147(f) of the Code, with respect to the Bonds, a public hearing has been held in the County by an authorized hearing officer, in which hearing members of the public were permitted to express their views with respect to the Project and the Issuer's issuance of the Bonds for such purpose. Notice of such hearing was published no less than 14 days prior to such hearing in a newspaper of general circulation in the County, and an affidavit of the publication of such notice (together with a copy of the notice) is included in **Exhibit A** attached hereto. A certificate of the hearing officer, along with the minutes of such hearing are attached hereto as **Exhibit A**. Based solely upon the results of such hearing, and solely for

purposes of complying with Section 147(f) of the Code, the Bonds and the Project to be financed and refinanced with the proceeds thereof, all as described in the published notice of public hearing attached hereto as **Exhibit A**, are hereby approved. To the extent required or requested by the Issuer or the Company, the County Judge is hereby authorized to execute a certificate or other documents evidencing such approval.

**SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF BONDS ISSUED FOR THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE PROJECT.**

ADJUDGED, ADOPTED AND DECREED this \_\_\_\_ day of \_\_\_\_\_, 2018.



**EXHIBIT A****CERTIFICATE OF PUBLIC HEARING OFFICER**

with attached:

Affidavit of Publication of the Notice of Public Hearing  
Names and Comments of Persons Attending Public Hearing

**CERTIFICATE OF PUBLIC HEARING OFFICER**  
**REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))**

MISSION ECONOMIC DEVELOPMENT CORPORATION  
 REVENUE AND REFUNDING BONDS  
 (NATGASOLINE LLC PROJECT)  
 SERIES 2018

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the proposed issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Attachment A** attached hereto.
2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in a newspaper of general circulation available to residents of Jefferson County, Texas, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Attachment A**.
3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Attachment B** attached hereto.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
 Hearing Officer

Attachment A - Affidavit of Publication of the Notice of Public Hearing  
 Attachment B - Names and Comments of Persons Attending Public Hearing



# Publishers Affidavit

Acct #060924102 Job =203049201  
Name BRACEWELL LLP

Tear Sheet Attached  
3913670 B24283814

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED

Victoria Bond

WHO BEING BY ME DULY SWORN, DEPOSES AND SAYS THAT HE/SHE IS A NEWSPAPER REPRESENTATIVE  
FOR THE BEAUMONT ENTERPRISE; THAT SAID NEWSPAPER REGULARLY PUBLISHED IN JEFFERSON COUNTY  
CIRCULATED IN JEFFERSON, HARDIN, TYLER, NEWTON, ORANGE, JASPER, LIBERTY, SABINE, CHAMBERS,  
SAN AUGUSTINE, ANGELINA AND GALVESTON COUNTY(COUNTIES), TEXAS; THAT THE ATTACHED NOTICE

IN SAID NEWSPAPER ON THE FOLLOWING DATE(S), TO WIT:  
09-15-18

Victoria Bond

NEWSPAPER REPRESENTATIVE

SWORN AND SUBSCRIBED TO BEFORE ME, THIS 17TH DAY OF SEPTEMBER 2018,

TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE.



Charles E. Walichowski

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Charles E. Walichowski

PRINT OR TYPE NAME OF NOTARY PUBLIC  
MY COMMISSION EXPIRES May 19, 2022



**NOTICE OF PUBLIC  
HEARING**

**MISSION ECONOMIC DEVELOPMENT CORPORATION  
REVENUE AND REFUNDING  
BONDS (NATGASOLINE LLC  
PROJECT) SERIES 2018**

Notice is hereby given of a public hearing to be held on behalf of Jefferson County, Texas on October 1, 2018, at 11:00 a.m., in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701, with respect to the captioned bonds (the "Bonds") proposed to be issued in one or more series by Mission Economic Development Corporation ("MEDC") in the maximum aggregate principal amount not to exceed \$360,000,000.

The proceeds of the Bonds will be loaned to Natgasoline LLC, and/or its subsidiaries or affiliates and/or any related person thereto (collectively, the "User"), and used for financing any one or more of the following costs (including reimbursements for such costs): (a) acquisition, construction, improvement, development, equipping, and furnishing for a methanol production facility, including the acquisition of any land in connection therewith, located at or about 2366 Sulphur Plant Road, Beaumont, Jefferson County, Texas 77705 (the "Project"); (b) all or a portion of the costs of issuing the Bonds; and (c) refinancing all or any portion of the outstanding principal amount, and any redemption premium thereon, of MEDC's Senior Lien Revenue Bonds (Natgasoline Project) Series 2016A and Senior Lien Revenue Bonds (Natgasoline Project) Series

2016B, the proceeds of which were originally used to finance the Project. The Project includes, but is not limited to, facilities that qualify as (i) "sewage facilities" within the meaning of Section 142(a)(5) of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) property functionally related and subordinate thereto. The User will be the owner and/or operator of the Project.

The aforementioned public hearing will be conducted by Lee McCormick or his designee. All interested persons are invited to attend such public hearing and express their views with respect to the Project to be financed with the proceeds of the Bonds and the issuance of the Bonds. Questions or requests for additional information may be directed to Lee McCormick (telephone: (214) 256 3121). Any interested persons unable to attend the hearing may submit their views in writing to Mr. McCormick at 6988 Lebanon Rd., Ste. 103, Frisco, Texas 75034 prior to the date scheduled for the hearing. Persons who intend to appear at the hearing and express their views are invited to contact Mr. McCormick at the address or telephone number set forth above.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

**ATTACHMENT A****AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING****ATTACHED**



1 pg  
NPM

2018032706

NOTICE OF PUBLIC HEARING

MISSION ECONOMIC DEVELOPMENT CORPORATION  
REVENUE AND REFUNDING BONDS  
(NATGASOLINE LLC PROJECT) SERIES 2018

Notice is hereby given of a public hearing to be held on behalf of Jefferson County, Texas on October 1, 2018, at 11:00 a.m., in the Commissioner's Courtroom, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701], with respect to the captioned bonds (the "Bonds") proposed to be issued in one or more series by Mission Economic Development Corporation ("MEDC") in the maximum aggregate principal amount not to exceed \$360,000,000.

The proceeds of the Bonds will be loaned to Natgasoline LLC, and/or its subsidiaries or affiliates and/or any related person thereto (collectively, the "User"), and used for financing any one or more of the following costs: (a) acquisition, construction, improvement, development, equipping, and furnishing for a methanol production facility, including the acquisition of any land in connection therewith, located at or about 2366 Sulphur Plant Road, Beaumont, Jefferson County, Texas 77705 (the "Project"); (b) all or a portion of the costs of issuing the Bonds; and (c) refinancing all or any portion of the outstanding principal amount, and any redemption premium thereon, of MEDC's Senior Lien Revenue Bonds (Natgasoline Project) Series 2016A and Senior Lien Revenue Bonds (Natgasoline Project) Series 2016B, the proceeds of which were originally used to finance the Project. The Project includes, but is not limited to, facilities that qualify as (i) "sewage facilities" within the meaning of Section 142(a)(5) of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) property functionally related and subordinate thereto. The User will be the owner and/or operator of the Project.

The aforementioned public hearing will be conducted by Lee McCormick or his designee. All interested persons are invited to attend such public hearing and express their views with respect to the Project to be financed with the proceeds of the Bonds and the issuance of the Bonds. Questions or requests for additional information may be directed to Lee McCormick (telephone: (214) 256-3121). Any interested persons unable to attend the hearing may submit their views in writing to Mr. McCormick at 6988 Lebanon Rd., Ste. 103, Frisco, Texas 75034 prior to the date scheduled for the hearing. Persons who intend to appear at the hearing and express their views are invited to contact Mr. McCormick at the address or telephone number set forth above.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

RETURN TO  
LOMA  
BEAUMONT, TX 77701

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Carolyn L. Guidry*

Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

September 14, 2018 01:51:34 PM

FEE: \$0.00

2018032706

#5777830.3



**ATTACHMENT B**

**NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING**

**AGENDA ITEM****October 1, 2018**

Consider, possibly approve, authorize the County Judge to execute, receive and file  
An Amended Agreement between Jefferson County and Tim Richardson (Consultant) for  
professional services related to the BP Deepwater Horizon (DWH) restoration.



## AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

### **I. SCOPE OF AGREEMENT**

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

### **II. RESPONSIBILITIES OF THE PARTIES**

#### Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Identify key people at BP who need to be educated about the restoration benefits available to Restore the Gulf by working the County and communicate with them; make introductions for County officials and participate in meetings with these contacts;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and



implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin October 1, 2018 and expire on September 30, 2019 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.



E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in its or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

#### **V. COMPENSATION/TERMS OF PAYMENT**

A. During the term of this Agreement the County shall pay Consultant \$126,000 annually at \$10,500 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.



- G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

## **VI. OWNERSHIP OF MATERIALS AND RESULTS**

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

### **B. Joint Copyright Ownership**

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

## **VII. AUTHORIZED CONTACTS**

The following County employees are authorized contacts under this Agreement:

**Jeff Branick**, Judge, **Jefferson County**; jbranick@co.jefferson.tx.us ; office: 409-835-8466.

**Tim Richardson**, consultant, [tlrs@rcn.com](mailto:tlrs@rcn.com); office: 301-770-6496; mobile 202-352-1269.



### **VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION**

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

### **IX. TAXES**

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

### **X. TRANSFER OF INTEREST**

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

### **XI. NOTICE**

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

a) If to the County, to:  
Honorable Jeff Branick  
Jefferson County  
County Court House  
1149 Pearl Street  
Beaumont, Texas 77701



b) If to Consultant, to:

Tim Richardson  
6707 Old Stage Road  
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

## **XII. GOVERNING LAW / VENUE**

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

## **XIII. AGENCY**

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to



represent that the County is in the business of providing the products and/or services provided by Consultant.

**XIV. ENTIRE AGREEMENT / SEVERABILITY**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**XV. WAIVER**

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

**XVI. EQUAL OPPORTUNITY**

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

**XVII. MISCELLANEOUS**

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

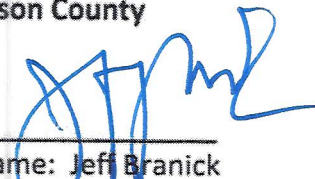
C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and

cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By   
 Name: Jeff Branick  
 Title: Judge  
 EIN \_\_\_\_\_

Date 10-1-2018


Tim Richardson, Consultant

By   
 Name: Tim Richardson  
 EIN 370-60-3504

Date 9/26/18

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

  
 Signature of Consultant

9/26/18  
 Date



## Pepe Dominguez

---

**From:** Pepe Dominguez <peped@co.jefferson.tx.us>  
**Sent:** Wednesday, September 26, 2018 9:04 AM  
**To:** 'Commissioner Arnold' (eddiarnold@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); 'Judge Branick' (jbranick@co.jefferson.tx.us); 'Jody Jannise' (jjannise@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); katrina.purcell@beaumonttexas.gov; ggross@co.jefferson.tx.us  
**Subject:** Final Plat of Diamond D Ranch Phase 3B  
**Attachments:** Final Plat Of Diamond D Ranch Phase 3B\_Comm Court.pdf; City Of Beaumont.pdf

Commissioner Arnold ,

Attached is a PDF of the Final Plat of Diamond D Ranch Phase 3B, being a 59.495 acre subdivision out of the Michael D. Doguet and Lisa L. Doguet tract of land out of the James Gerish Sr. League, A-24, Jefferson County, Texas. Located off Diamond D Drive 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, October 1<sup>st</sup> 2018.

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

Pepe Dominguez

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

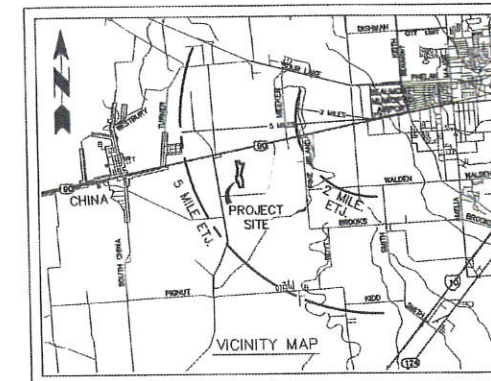
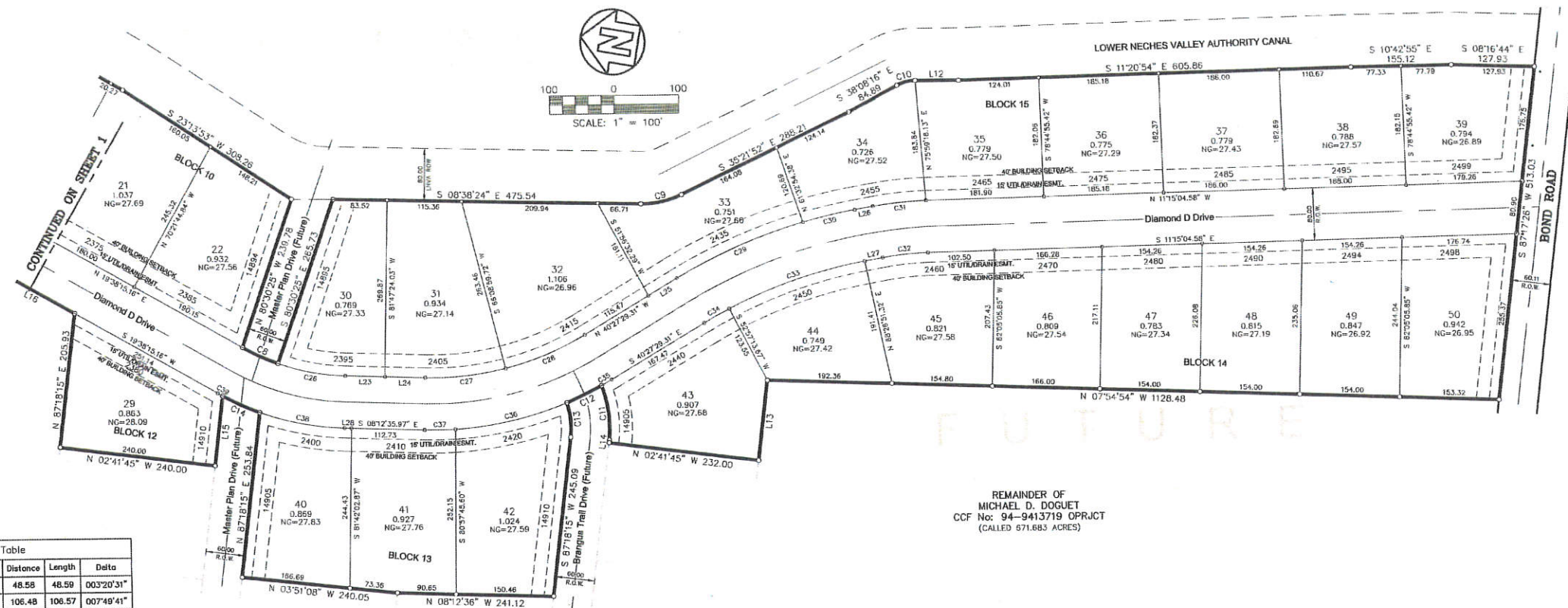






Line #	Direction	Length
L1	N63°47'24"E	80.00
L2	S76°23'27"W	22.89
L3	N76°23'27"E	22.89
L4	N87°27'28"E	5.00
L5	S87°27'28"W	138.28
L6	S22°25'15"E	85.07
L7	S41°49'54"W	28.37
L8	N70°41'00"W	130.70
L9	N77°22'51"W	67.16
L10	S77°22'51"E	67.17
L11	S70°41'00"E	131.14
L12	S09°43'16"E	66.77
L13	S87°16'15"W	123.38
L14	N87°16'15"E	1.59
L15	S87°16'15"W	107.42
L16	N19°38'15"E	140.54
L17	S87°16'15"E	122.86
L18	N19°38'15"E	60.00
L19	N70°21'46"W	12.19
L20	N19°38'15"E	60.90
L21	S86°22'04"W	72.40
L22	N19°28'35"W	102.37
L23	N08°12'36"W	60.93
L24	N08°12'36"W	62.37
L25	N40°27'29"W	51.99
L26	N20°03'20"W	28.28
L27	N20°03'20"W	28.26
L28	N08°12'36"W	10.57

Curve #	Radius	Curve Bearing	Distance	Length	Delta
C1	833.00	N27°53'24"W	48.58	48.59	003°20'31"
C2	780.00	S80°18'18"W	106.48	106.57	007°49'41"
C3	788.77	S13°31'28"E	60.00	60.01	004°21'34"
C4	719.50	N81°55'28"E	138.85	139.07	011°04'28"
C5	530.00	N74°01'56"W	61.92	61.95	006°41'51"
C6	790.00	S12°37'15"W	60.00	60.01	004°21'09"
C7	470.00	S74°01'56"E	54.91	54.94	006°41'51"
C8	340.00	S14°34'31"W	60.24	60.32	010°09'51"
C9	140.00	S22°00'08"E	64.71	65.30	026°43'28"
C10	60.00	S23°55'46"E	29.45	29.76	028°25'01"
C11	180.00	N73°23'26"E	86.57	87.42	027°49'40"
C12	540.00	N35°19'13"W	60.32	60.35	006°24'12"
C13	120.00	S74°35'42"W	52.80	53.24	025°25'07"
C14	420.00	N14°13'33"E	62.72	62.77	006°33'49"
C15	225.00	S81°29'07"E	87.49	88.05	022°25'16"
C16	225.00	N81°31'45"W	87.15	87.70	022°19'58"
C17	219.99	S87°33'27"E	46.56	46.85	012°08'59"
C18	280.00	N66°21'20"W	70.93	71.12	014°33'12"
C19	710.00	N15°30'43"W	61.43	61.44	004°57'31"
C20	460.00	N25°32'20"W	65.27	65.39	010°38'10"
C21	790.00	N23°31'51"W	157.72	157.98	011°27'28"
C22	790.00	N12°12'08"W	154.17	154.42	011°11'58"
C23	790.00	N02°16'28"W	119.24	119.35	008°39'22"
C24	790.00	N06°14'57"E	115.59	115.69	008°23'27"
C25	790.00	N17°15'28"E	67.84	67.86	004°55'17"
C26	340.00	S00°38'30"W	104.63	105.05	017°42'11"
C27	460.00	S16°01'48"E	125.18	125.57	015°38'24"
C28	460.00	S32°09'15"E	132.87	133.34	018°36'29"
C29	830.00	N33°05'22"W	212.90	213.49	014°44'15"
C30	830.00	N22°53'17"W	82.03	82.07	005°39'54"
C31	540.00	N15°39'12"W	82.90	82.98	008°48'19"
C32	460.00	N15°39'12"W	70.62	70.69	008°48'15"
C33	750.00	N28°33'03"W	221.59	222.41	016°59'26"
C34	750.00	N36°45'08"W	44.66	44.66	003°24'43"
C35	540.00	N22°42'15"W	176.66	177.46	018°48'45"
C36	540.00	S10°44'59"E	47.88	47.88	005°04'47"
C37	420.00	S00°52'01"W	132.52	133.08	018°09'15"
C38	420.00	S19°04'23"W	8.29	8.29	001°07'51"
C39	420.00	N12°56'24"E	167.72	168.11	013°33'58"
C40	710.00	N03°26'17"W	236.88	237.79	019°11'21"
C41	710.00	N23°35'01"W	138.38	138.60	011°11'09"
C42	540.00	N24°34'09"W	115.92	116.15	012°19'24"
C43	899.59	N18°59'03"W	195.34	195.98	016°03'03"
C44	899.59	N18°59'03"W	195.34	195.98	016°03'03"



Drainage Culvert Sizing	Address	Street	Lot	Block	Culvert Dia (inches)
2210	Diamond D Drive	2	3	3	2 - 48
2220	Diamond D Drive	3	3	3	2 - 48
2455	Diamond D Drive	34	15	18	18
2465	Diamond D Drive	35	15	18	2 - 18
2475	Diamond D Drive	36	15	18	2 - 18
2485	Diamond D Drive	37	15	18	2 - 24
2495	Diamond D Drive	38	15	18	2 - 24
2499	Diamond D Drive	39	15	18	2 - 24
2460	Diamond D Drive	45	14	2 - 18	
2470	Diamond D Drive	46	14	2 - 18	
2480	Diamond D Drive	47	14	2 - 18	
2490	Diamond D Drive	48	14	2 - 24	
2494	Diamond D Drive	49	14	2 - 24	
2498	Diamond D Drive	50	14	2 - 24	

**Doquet's** A FINAL PLAT  
of  
**Diamond D Ranch**  
**PHASE 3B**

BLOCK 3	LOTS 2-3	BLOCK 10	LOTS 11-22
BLOCK 5	LOTS 1 & 21	BLOCK 11	LOT 28
BLOCK 6	LOT 5	BLOCK 12	LOT 29
BLOCK 7	LOTS 9-10	BLOCK 13	LOTS 40-42
BLOCK 8	LOTS 4-8	BLOCK 14	LOTS 43-50
BLOCK 9	LOTS 23-27	BLOCK 15	LOTS 30-39

BEING A 59.495 ACRE SUBDIVISION  
OUT OF THE  
JAMES GERISH, SR. LEAGUE, A-24  
JEFFERSON COUNTY, TEXAS

BEING DEVELOPED BY:  
MICHAEL D. DOGUET & LISA L. DOGUET  
OCTOBER 2018

**Fittz & Shipman**  
INC.

Consulting Engineers and Land Surveyors  
1405 CORNERSTONE COURT, BEAUMONT, TEXAS  
(409) 832-7238 FAX (409) 832-7303  
T.B.P.E. FIRM #1150 • T.X.L.S. FIRM #100186

SHT. 2 OF 3







Permit No. 08-4-18

329

Precinct No. 4

APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)

Date 9-20-18

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of fiber service location of which is fully described as follows: AT&T will be burying a fiber optic cable to 8384 Chemical Rd. starting at an existing handhole in front of 6454 Industrial Rd. Ending at 8384 Chemical Rd. Total length of fiber optic cable in Jefferson County ROW is 1,845 ft. The fiber optic cable will be bored. See attachment for more details.  
1 pages of drawings attached.  
Construction will begin on or after 10-10, 20 18.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 2003, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>          </u> road crossing @ \$100.00	\$ <u>N/A</u>
<u>          </u> miles parallel @ \$150.00/mile or fraction	\$ <u>N/A</u>
TOTAL	\$ <u>N/A</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company AT&T

By Jay Romero

Title Design Engineer

Address 350 Pine St. Suite 650

Beaumont, TX 77701


Phone No. (409) 291-9286

FAX No. \_\_\_\_\_



**ENGINEERING ACTION FORM**

The minimum standard bond required is \$ N/A

  
Director of Engineering

10/1/18  
Date

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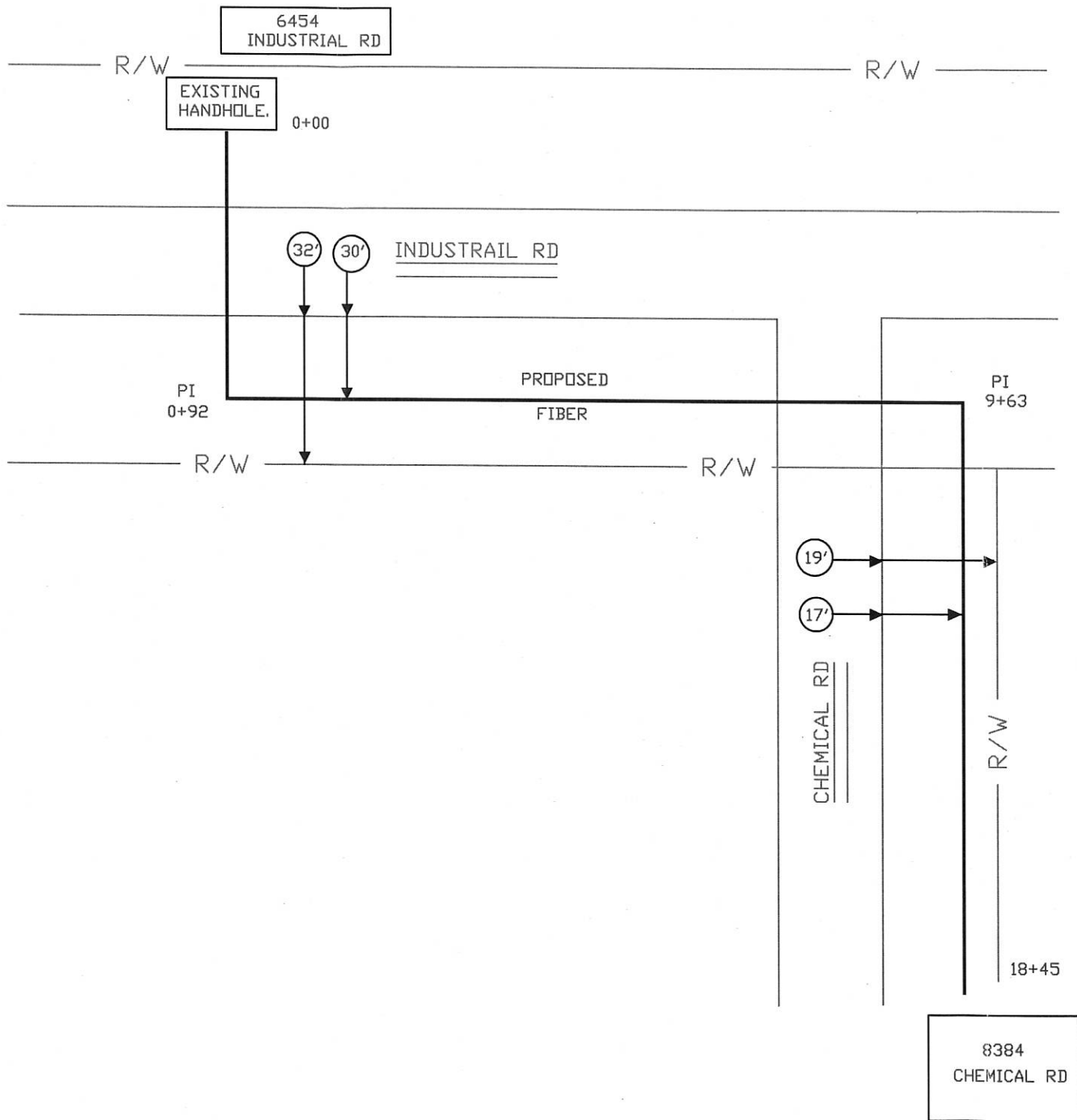
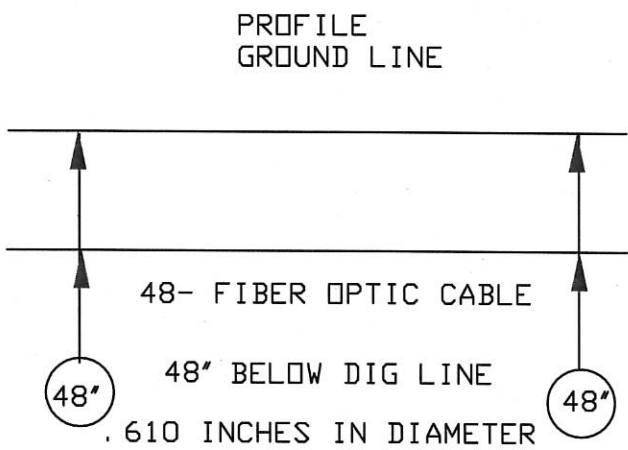
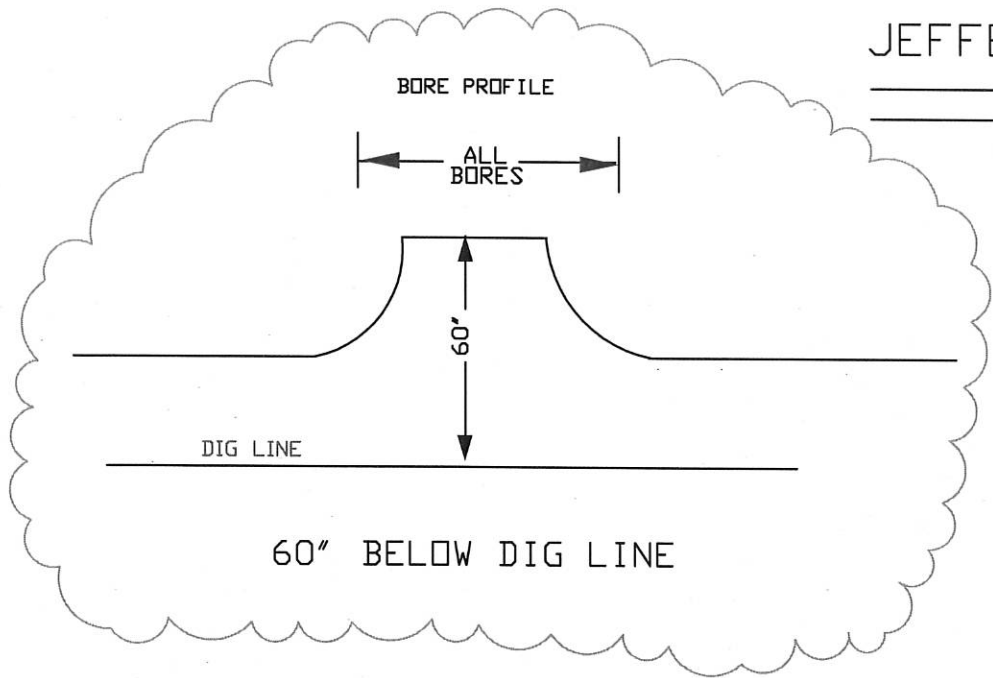
**COMMISSIONERS COURT ORDER**

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

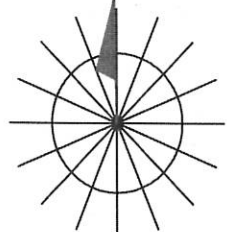
COMMISSIONERS COURT

By   
County Judge

JEFFERSON COUNTY PERMIT



SPECIAL  
CIRCUITS N  
6203  
FORWARDED N  
PERMIT  
REQUIRED Y



NORTH ARROW

OPERATING RANGE OF JOB STEPS  
TASK \_\_\_\_\_ TO \_\_\_\_\_  
MFRC 845C

TRANSMISSION ZONE  
RZ 0 CZ 9 TAPER CODE 314403

CAUTION HIGH VOLTAGE  
KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

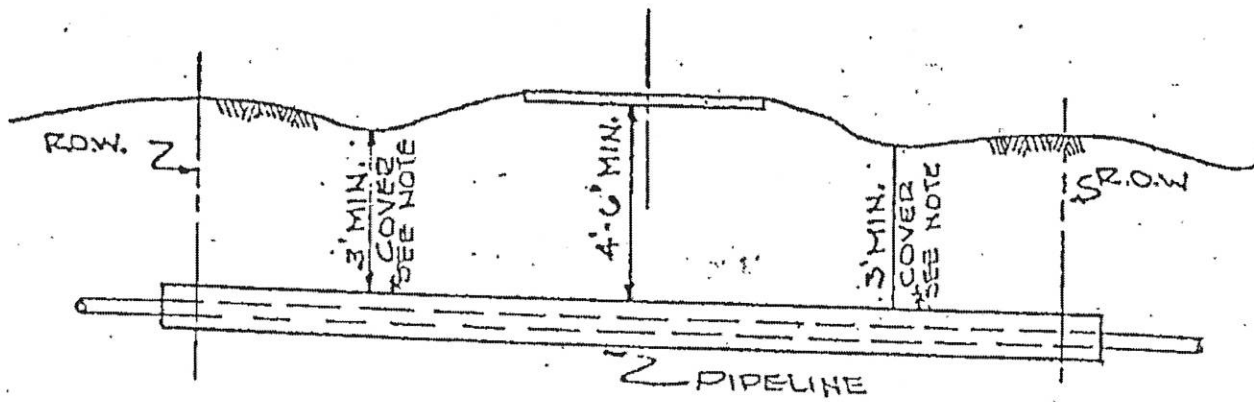
Utility CO ECSI - ENTERGY GULF STATES, INC.  
REP NAME BOBBY BROWN  
REP TEL NO. (409) 785-2134  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

PROJECT NO A01E1EF

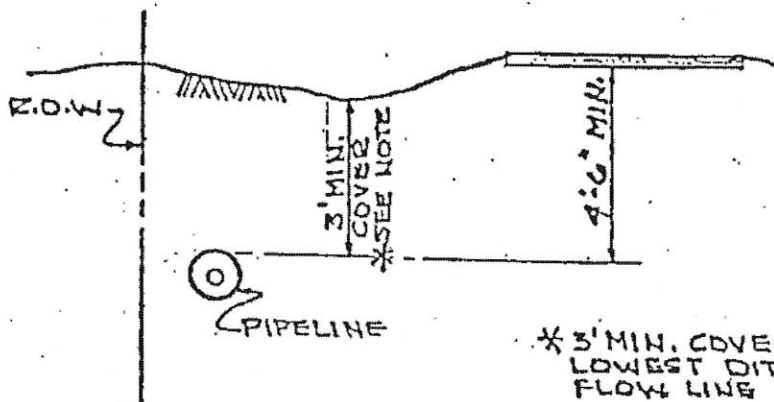
TOT.PRINTS 15 PRINT NO.101  
NPA/NNX: 409-842 PRT:409842  
EXCH. BEAUMONT VICTOR  
TAX DIST. JE010  
GEO LOC. WZ3842  
ENGR. DR DRAWN DR  
TELEPHONE NO. (409) 924-1494  
REC. REF. 382-315-26-3  
MAP REF. 518-C5  
SCALE NONE  
ISSUE DATE 09/17/2018  
PROJ TITLE TXHBV ASE/8384 CHEMICAL RD  
REV. NUMBER  
DATE REV.



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

NOTE: CASING TO EXTEND  
1'-0" OUTSIDE R.O.W. EACH  
SIDE OF ROAD.

## 1. STANDARD PIPELINE CROSSING



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

## 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY  
ENGINEERING DEPARTMENT  
PIPELINE DETAILS (STD.)

12-7-79 | NO SCALE | [signature]

Permit No. 09-4-18Precinct No. 4APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)Date 9-20-18HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of fiber service location of which is fully described as follows: AT&T will be burying a fiber optic cable to 8110 Erie. Starting @ an existing handhole in front of 6862 Erie St. Ending @ 8110 Erie. Total length of fiber in Jefferson County ROW is 6,062 ft. The fiber optic cable will be bored. See attachment for more details.

1 pages of drawings attached.

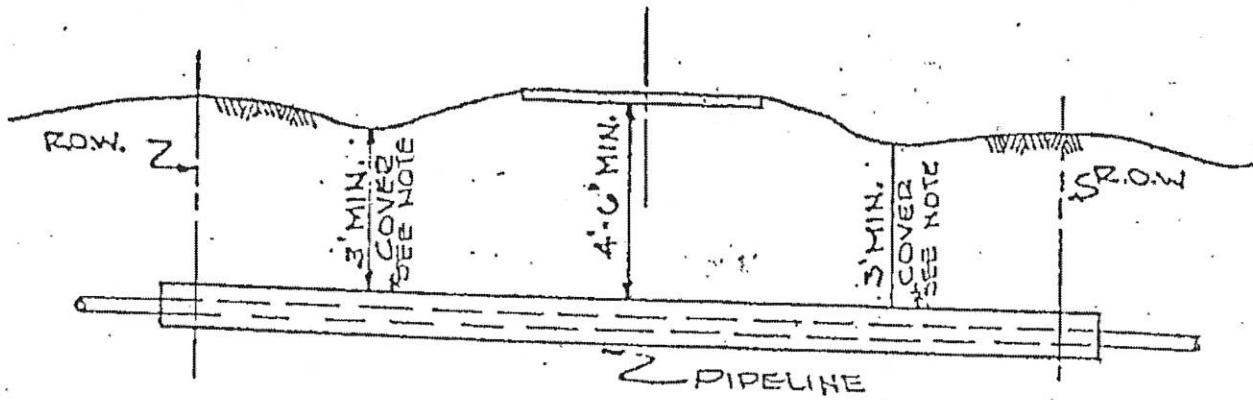
Construction will begin on or after 10-10, 20 20 18.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 2003, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>          </u> road crossing @ \$100.00	\$ <u>N/A</u>
<u>          </u> miles parallel @ \$150.00/mile or fraction	\$ <u>N/A</u>
TOTAL	\$ <u>N/A</u>

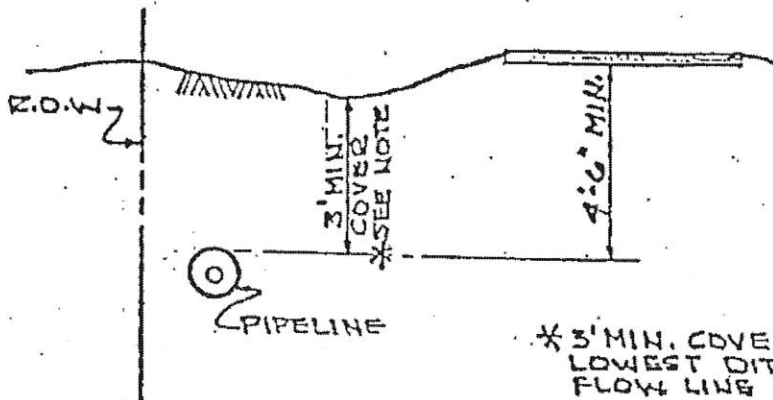
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

NOTE: CASING TO EXTEND  
1'-0" OUTSIDE R.O.W. EACH  
SIDE OF ROAD.

## 1. STANDARD PIPELINE CROSSING



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.


## 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY  
ENGINEERING DEPARTMENT  
PIPELINE DETAILS (STD.)

12-7-79 | NO SCALE | [signature]

**ENGINEERING ACTION FORM**

The minimum standard bond required is \$ N/A

  
Director of Engineering

10/1/18  
Date

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**COMMISSIONERS COURT ORDER**

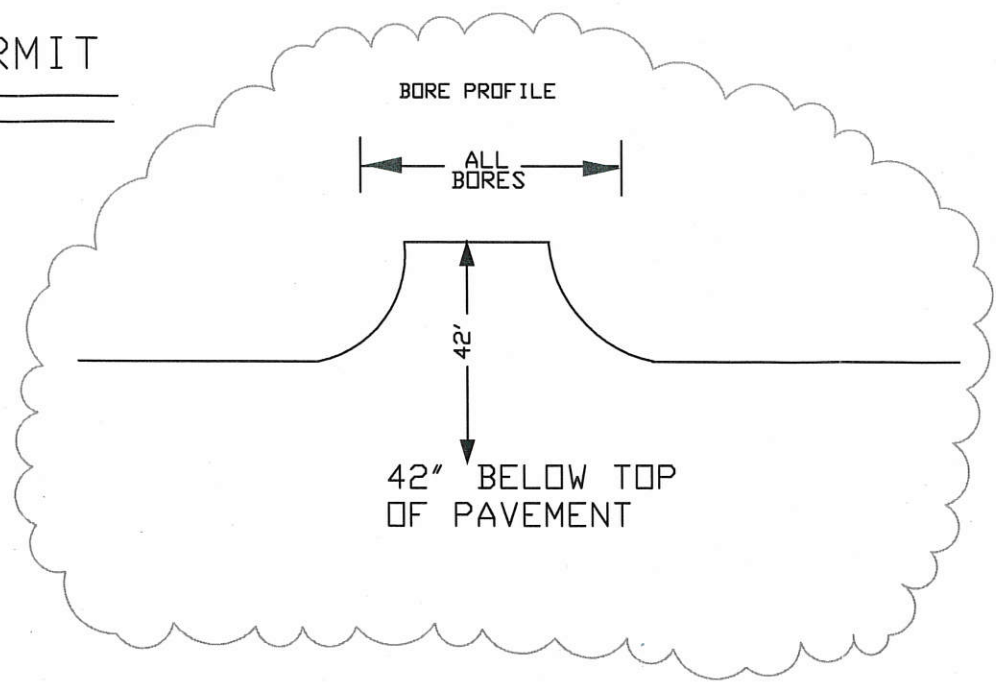
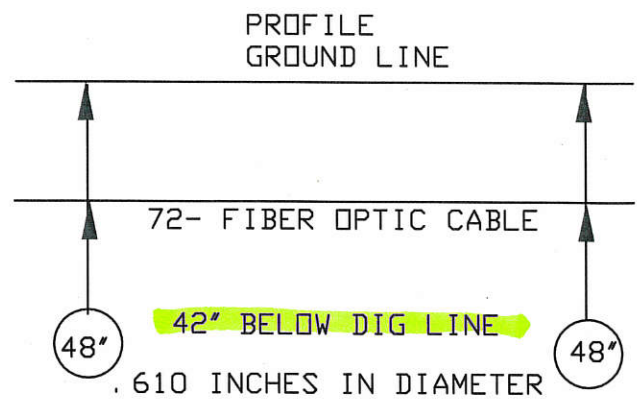
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

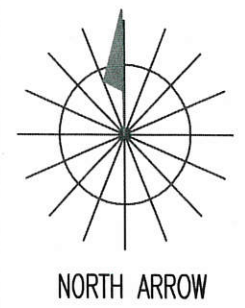
By   
County Judge



JEFFERSON COUNTY PERMIT



SPECIAL  
CIRCUITS N  
6203  
FORWARDED N  
PERMIT  
REQUIRED Y



OPERATING RANGE OF JOB STEPS

TASK \_\_\_\_\_ TO \_\_\_\_\_

MFRC 845C

TRANSMISSION ZONE  
RZ 0 CZ 9 TAPER CODE 212410

CAUTION HIGH VOLTAGE  
KV 7.60 AERIAL Y BURIED N

HIGHWAY PERMIT NO.

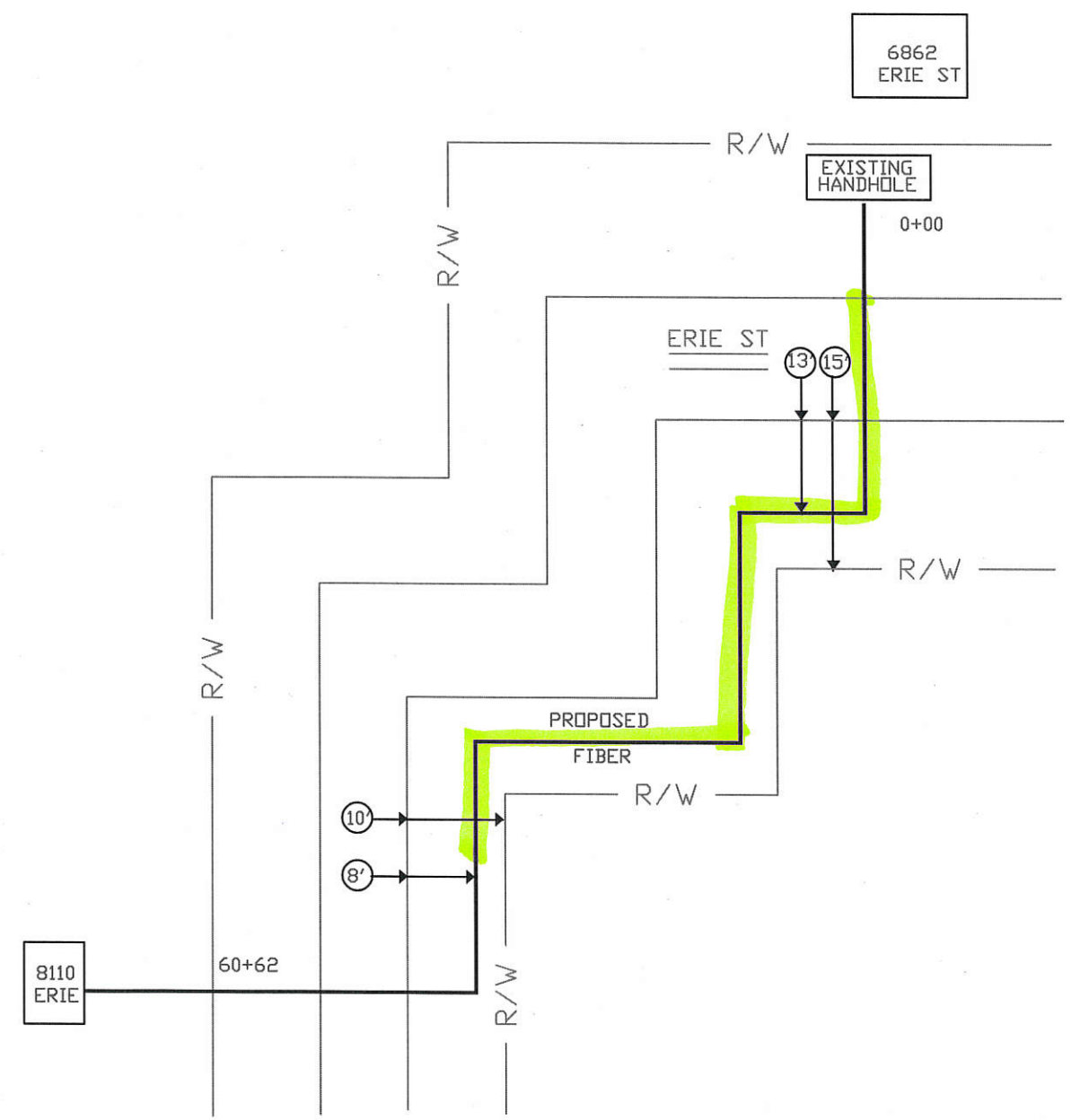
Utility CO EGS1 - ENTERGY GULF STATES, INC.  
REP NAME BOBBY BROWN  
REP TEL NO. (409) 785-2134  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

PROJECT NO A01E621

TOT.PRINTS 12 PRINT NO.101  
NPA/NNX: 409-842 PRT:409842  
EXCH. BEAUMONT VICTOR  
TAX DIST. JE009  
GEO LOC. WZ3842  
ENGR. DR DRAWN DR  
TELEPHONE NO. (409) 924-1494  
REC. REF. 390-320-43  
MAP REF. 491-A5  
SCALE NONE  
ISSUE DATE 09/14/2018  
PROJ TITLE ASE 8110 ERIE  
REV. NUMBER  
DATE REV.



been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company AT&T

By Jay Romero

Title Design Engineer

Address 350 Pine St. Suite 650

Beaumont, TX 77701

Phone No. (409) 291-9286

FAX No. \_\_\_\_\_



September 27, 2018

Loma,

Please add this to the Commissioners Court agenda for Monday October 1, 2018:

Consider and possibly approve Jefferson County Tourism Committee Fall 2018 Hotel Occupancy Tax allocation recommendations.

Please see list attached:

Thanks so much!

Kathi

**JEFFERSON COUNTY TOURISM COMMISSION  
HOT GRANT APPLICATIONS  
Fall 2018 – Recommendations Only**

	<u>Requested</u>	<u>Awarded</u>
<b>1. Lamar University</b> Bid-Fee Women's Soccer Tournament October – November, 2018	<u>\$5,000</u>	<u>\$5,000</u>
<b>2. Southeast Texas Arts Council</b> Off Ramp Magazine February 2019	<u>\$8,000</u>	<u>\$4,000</u>
<b>3. Spindletop Gladys City Boomtown</b> Printing of Rack Cards Ongoing for year	<u>\$2,000</u>	<u>\$2,000</u>
<b>4. Southeast Texas Baseball Academy L.L.P</b> Various Baseball Tournaments October, 2018 – April, 2019	<u>\$17,530</u>	<u>\$17,530</u>
<b>5. Hebert High Alumni Association</b> Mass Reunion June 2019	<u>\$5,500</u>	<u>\$3,250</u>
<b>6. Sports Society for American Health</b> 7 <sup>th</sup> Annual Pleasure Island Marathon October 27 <sup>th</sup> , 2018	<u>\$5,500</u>	<u>\$3,500</u>
<b>7. Stars Over TX</b> Tournament Non-Bid Fee 9/22-9/23	<u>\$500/\$500</u>	<u>\$500</u>
<b>8. Stars Over TX</b> Tournament Non-Bid Fee 11/3-11/4	<u>\$500/\$500</u>	<u>\$500</u>
<b>9. Port Arthur and Beaumont CVB</b> Marketing for Travel Shows Various Dates	<u>\$11,560.75</u>	<u>\$11,560.75</u>
<b>10. Jefferson County CVB</b> 2019-2020 Visitors Guides Ongoing	<u>\$62,693</u>	<u>\$62,693</u>
<b>11. Art Museum of Southeast Texas</b> Winter exhibition December, 2018 – March, 2019	<u>\$10,821.70</u>	<u>\$3,509</u>
<b>12. Port Neches Chamber of Commerce</b> Marketing for RiverFest May, 2019	<u>\$49,688.34</u>	<u>\$13,856</u>



13. <b>GTSA</b> February Frost Tournament February 10-11, 2019	<u>\$500/\$500</u>	<u>\$500</u>
14. <b>GTSA</b> Slug Fest Tournament March 3-4, 2019	<u>\$500/\$500</u>	<u>\$500</u>
15. <b>GTSA</b> Battle of Texas Tournament March 24-25, 2019	<u>\$500/\$500</u>	<u>\$500</u>
16. <b>GTSA</b> April Fools Tournament April 7-8, 2019	<u>\$500/\$500</u>	<u>\$500</u>
17. <b>GTSA</b> GT Games Tournament April 21-22, 2019	<u>\$500/\$500</u>	<u>\$500</u>
18. <b>GTSA</b> Lights Out Tournament May 12-13, 2019	<u>\$500/\$500</u>	<u>\$500</u>
19. <b>GTSA</b> Super State Tournament June 23-24, 2019	<u>\$500/\$500</u>	<u>\$500</u>
20. <b>Southeast Texas Freedom Flight</b> Weekend Air Show May 18-19, 2019	<u>\$12,679.55</u>	<u>\$5,080</u>
21. <b>Fire Museum of Texas</b> Marketing Facility/Rack Cards Ongoing	<u>\$1,130</u>	<u>\$1,130</u>
22. <b>Port Arthur Historical Society (DBA)</b> Museum of the Gulf Coast Marketing Facility/Brochures Ongoing	<u>\$16,116</u>	<u>\$8,315</u>
23. <b>Ford Park</b> Junior Cattle Show/Convention June 29-July 5, 2020	<u>\$50,000</u>	<u>\$50,000</u>
24. <b>Ford Park Entertainment Complex</b> Facility Ongoing	<u>\$104,552.50</u>	<u>TABLED</u>
25. <b>Beaumont CVB</b> Cattail Marsh Educational Center Ongoing	<u>\$13,000</u>	<u>\$13,000</u>
26. <b>Clifton Steamboat Museum</b> Boy Scout Day October 2019	<u>\$1,300</u>	<u>\$1,300</u>
27. <b>Boomtown Film and Music Festival</b> Marketing for Festival April, 2019	<u>\$1,250</u>	<u>\$500</u>

<b>28. Southern Black Softball</b>	<u>\$7,500</u>	<u>\$3,500</u>
SBSA All World Tournament		
August 23-25, 2019		
<b>29. Top Dog Softball Club</b>	<u>\$500/\$500</u>	<u>\$500</u>
Softball Tournament Non-Bid Fee		
April 28-29, 2019		
<b>30. Southern Black Softball</b>	<u>\$7,500</u>	<u>\$3,500</u>
SBSA Black World		
June 28-30, 2019		
<b>31. Who-4-Wit Entertainment, LLC.</b>	<u>\$10,000</u>	<u>\$4,500</u>
Step-n-Strut Trail Ride Festival		
November 2-4, 2019		

<b>Totals</b>	<u>\$408,321.84</u>	<u>\$222,723.75</u>
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<b>Totals</b>	<u>\$431,471.84</u>	<u>\$222,723.75</u>
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**Special, October 01, 2018**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, October 01, 2018