

SPECIAL, 10/29/2018 1:30:00 PM

BE IT REMEMBERED that on October 29, 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 29, 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 29, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **29th** 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:

WORKSHOP: 11:30 a.m.-To discuss potential projects for CDBG Infrastructure Grant program for Hurricane Harvey.

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

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

PURCHASING:

1. Approve specifications for Request for Proposals (RFP 18-049/YS), Security Services and Personnel for Jefferson County.

SEE ATTACHMENTS ON PAGES 9 - 53

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

2. Consider and approve, execute, receive and file a Maintenance Agreement (Agreement 18-053/JW) with Canon Solutions America, Inc. for the maintenance of the Jefferson County Engineering Department's Oce 300 Plotwave printer.

SEE ATTACHMENTS ON PAGES 54 - 62

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

3. Consider and approve, execute, receive and file Gas Transportation Agreement with Texas Gas Service Company (Contract GT #18641) for the Jefferson County Correctional Facility beginning November 1, 2018 and ending June 30, 2021.

SEE ATTACHMENTS ON PAGES 63 - 65

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

SEE ATTACHMENTS ON PAGES 66 - 69

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY AUDITOR:

5. Consider and approve FY 2019 budget amendment - Beaumont, Port Arthur, Mid-County Maintenance and Juvenile Detention - increase cost for janitorial services contract.

120-6083-416-5077	CONTRACTUAL SERVICE	\$29,742.00	
120-6084-416-5077	CONTRACTUAL SERVICE	\$64,676.00	
120-6085-416-5077	CONTRACTUAL SERVICE	\$20,240.00	
120-3064-424-5077	CONTRACTUAL SERVICE	\$28,704.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$143,362.00

SEE ATTACHMENTS ON PAGES 70 - 70

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

6. Consider and approve electronic disbursements for \$529,255.07 to LaSalle for revenue received from entities for inmate housing.

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

7. Receive and file Financial & Operating Statements - County Funds Only For the Month Ending September 30, 2018 (Unadjusted).

SEE ATTACHMENTS ON PAGES 71 - 88

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

8. Regular County Bills - check #452236 through checks #452475.

SEE ATTACHMENTS ON PAGES 89 - 98

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY CLERK:

9. Consider and possibly approve and execute re:SearchTX Participation Agreement between Tyler Technologies, Inc. and Jefferson County for use of the re:SearchTX document search/retrieval portal for court documents developed through the 2012 agreement with the Texas Office of Court Administration.

SEE ATTACHMENTS ON PAGES 99 - 104

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY COMMISSIONERS:

10. Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code 2018.

SEE ATTACHMENTS ON PAGES 105 - 106

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

11. Receive and file Certificate of Completion for Commissioner Brent Weaver. Commissioner Weaver has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code 2018.

SEE ATTACHMENTS ON PAGES 107 - 108

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

12. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendation for previously tabled Fall 2018 Ford Park marketing grant. Requested -\$104,552.50- Recommended- \$91,948

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

ENGINEERING:

13. Execute, receive and file Utility Permit 10-U-18 to AT&T for the placement of a fiber optic cable along Brooks Road extending service to Anointed Tabernacle Church. This project is located in Precinct 4.

SEE ATTACHMENTS ON PAGES 109 - 113

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

14. Consider and possibly approve a Final Plat of Diamond D Ranch Phase 4 –Block 1, Tracts 1-7, Block 2, Tracts 8-33, being a 34.788 acre subdivision out of the James Gerish, Sr. League, A-24. This plat is located off South Pine Island Levee Road in Precinct 1. It is within the City of Beaumont ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 114 - 117

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

15. Consider and possibly approve a Final Plat of Diamond D Ranch Phase 5, Block 3, Lots 34-37, Block 4, Lots 38-43, Block 5, Lots 44-57, Block 6, Lots 58-62 being a 47.744 acre subdivision out of the James Gerish, Sr. League, A-24 located off South Pine Island Levee Road in Precinct 1. It is within the City of Beaumont ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 118 - 120

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

ADDENDUMS

SHERIFF'S DEPARTMENT:

16. Please consider and possibly a Resolution recognizing Correction Officer, Vincent Sampson of the Correctional Facility for 25 years and 9 months of dedicated service to the citizens of Jefferson County and in wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 121 - 122

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

17. Please consider and possibly approve a Resolution recognizing Correctional Officer, Vanessa Ardoin of the Correctional Facility for 25 years and 9 months of dedicated service to the citizens of Jefferson County and in wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 123 - 124

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
October 29, 2018

18. Please consider and possibly approve a Resolution recognizing Clerical Staff, Daisy Brooks of the Correctional Facility for 24 years and 9 months of dedicated service to the citizens of Jefferson County and in wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 125 - 126

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Request for Proposal

October 29, 2018

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 18-049/YS, Security Services and Personnel 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 five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a **mandatory** pre-proposal conference and facility walk-throughs on Wednesday, November 14, 2018, at 10:00 am CDT in the Jefferson County Sheriff's Conference Room, 1001 Pearl Street, Beaumont TX, 77701.

PROPOSAL NAME:	Security Services and Personnel for Jefferson County
PROPOSAL NO:	RFP 18-049/YS
DUE DATE/TIME:	11:00 AM CDT, Tuesday, December 18, 2018
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, 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 – October 31, 2018 and November 7, 2018

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Proposal Submissions:

Offeror is responsible for submitting:

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

Additionally, Offeror must monitor the Jefferson County 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 Security Services and Personnel of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- ☒ One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; **and** five (5) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

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

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

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

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Security Services and Personnel.

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

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 understands their responsibility for their owned, leased, rented, or borrowed business and personal property. A statement of such will be required.

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

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

Minimum Insurance Requirements:

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

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

Law Enforcement Liability

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

There will be a **mandatory** pre-proposal conference and facility walk-throughs on Wednesday, November 14, 2018, at 10:00 am CDT, at Jefferson County Sheriff's Conference Room, 1001 Pearl Street, Beaumont TX, 77701.

1.38 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CDT, Tuesday, December 18, 2018, to:

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

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

County Holidays – 2018:

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

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

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

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

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

1.39 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, ysauer@co.jefferson.tx.us.

1.41 Tentative Schedule of Events

October 29, 2018	Issuance of Request for Proposal
November 14, 2018	Mandatory Pre Proposal Conference and facility walk-through
December 18, 2018	Deadline Submission (late proposals will not be considered)
December 20, 2018	Proposals distributed to Evaluation Committee
January 8, 2019	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
January 14, 2019	Conduct Interview/Best and Final Offer/Short List
January 21, 2019	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, Tuesday, December 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 Security Services and Personnel of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and five (5) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications, should be mailed or delivered to:

Jefferson County Purchasing Department
1149 Pearl Street, 1st 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 security services and personnel for the Jefferson County Courthouse, Mid-County Tax Office, and Tax Office – Port Arthur Subcourthouse. The offeror shall also provide a proposed plan of operation to service the requested areas as well as a written statement identifying and substantiating that offeror is the best qualified to provide the requested services for Jefferson County. The proposed plan of operation should include information regarding job knowledge, emergency action plan, and how their security services, officers, managers, and procedures will ensure security services.

The security personnel shall be licensed by the State of Texas as a security officer (Texas Occupations Code 1702). The contractor shall secure and maintain all required licenses and permits applicable to the lawful functioning within the State of Texas.

4.2 General Requirements

- a. The contractor shall not allow any employee who has been convicted of a felony crime of any degree to perform security services for Jefferson County.
- b. The contractor will also screen all security officers for drug/alcohol abuse. The contractor shall provide documentation showing each employee is drug free. Any employee under the influence of alcohol or illegal substances shall be dismissed and no payment will be made to the contractor for the employee's services.
- c. All security officers scheduled to work for the County will attend a course on County security procedures prior to employment provided by the Jefferson County Sheriff's Office Training Division.
- d. All security officers shall be registered through the Texas Private Security Board. Proof of registration shall be provided to the County for each registered employee.
- e. Each security officer shall be fully and neatly uniformed in attire that identifies them as security, the name of their company, as well as an identifying name badge. Security officers will be clean shaven, have no body piercings (with the exception of earrings), and will have only natural hair colors.
- f. Each security officer will be allotted 30 minutes (unpaid) for a lunch break and on rare occasions they may be required to work unscheduled overtime (as little as 15 to 30 minutes up to three hours). During Emergency Closures of Jefferson County facilities, County Bailiffs will be used for security. Services will not be utilized during County holidays (please see list on page 19).

4.3 Individual Location Information

Jefferson County Courthouse , 1001 Pearl Street & 1149 Pearl Street, Beaumont TX, 77701

- a. Office hours are 8:00 am to 5:00 pm, Monday through Friday, with the exception of County holidays as listed on page 19.
- b. There are three (3) pre-designated security posts, with one (1) screening site located at the public entrance at 1001 Pearl Street. The screening site consists of an x-ray device and upright magnetometer. Members of the general public as well as County employees and other authorized personnel enter through this main location. Individuals with a County issued identification badge may be admitted without screening. The entrance at 1149 Pearl Street is an employee only entrance and requires a County issued identification badge to enter.

- c. If any conflict arises, contraband, weapons, or suspected device is discovered the Courthouse Security Supervisor or Captain is to be notified.
- d. The approximate square footage of 1001 Pearl Street is 140,937 sq. ft., and consists of three floors. The approximate square footage of 1149 Pearl Street is 115,490 sq. ft. and consists of a basement and seven (7) occupied floors.

Mid County Tax Office, 4605 Jerry Ware Drive, Beaumont TX, 77705

- a. Office hours are 8:00 am through 4:30 pm, Monday through Friday with the exception of County holidays as listed on page 19.
- b. Financial transactions occur continuously throughout the day as this is one of the Tax Assessor/Collector's locations.
- c. There is one public entrance with a small parking lot directly in front, wrapping around each side of the building. The approximate square footage of this building is 2,476 square feet, and the number of employees ranges between eight (8) and ten (10) per day.

Tax Office – Subcourthouse, 525 Lakeshore Drive, Port Arthur TX, 77640

- a. Office hours are 8:00 am – 4:30 pm, Monday through Friday with the exception of County holidays as listed on page 19.
- b. Financial transactions occur continuously throughout the day as this is one of the Tax Assessor/Collector's locations.
- c. This department is located inside the Jefferson County Subcourthouse, Port Arthur TX, near the public entrance on Waco Avenue. Directly across the hall is a Constables office and to the left and down the hall is a Sheriff's Warrant office. The Port Arthur Police Department is located across the street at 645 – Fourth Street, Port Arthur TX.
- d. The approximate square footage of this office is 4,200 sq. ft. and the number of employees is eight (8) 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 Sheriff's Department

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.

Cost Proposal

Cost Proposal (Appendix A)

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/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Uniformed Security Officer (unarmed) \$_____/hour

Uniformed Security Officer (armed) \$_____/hour

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]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Offeror Must Complete and Return This Page With Offer.

Signature Page

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

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

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

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

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

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

offeror Must Complete and Return This Page With Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 <input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <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>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

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 . . .

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

Printed Name of Authorized
Representative

Signature

Title

Date

Offeror Must Complete and Return This Page With Offer.

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

This information must be submitted with your bid.

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

☐ Yes ☐ No

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____

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

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

Project Title & No.:

Prime Contract Amount: \$ _____

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

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

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

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative	Signature of Representative	Date
---	-----------------------------	------

Printed Name of HUB	Signature of Representative	Date
---------------------	-----------------------------	------

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

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

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 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:	%
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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): _____

Title: _____

Signature: _____

Date: _____

E-mail address:

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address:

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

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

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

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

Offeror Must Complete and Return This Page With Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 2018.

Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

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Contract No:
Agreement No: SC-0330102230
Rep No: SM-LO

Form #USA9500 rev 12/1712

Customer Agreement Terms and Conditions

Common Terms

1.0 DEFINITIONS.

- a. **Agreement** means this Customer Agreement and all schedules, amendments, and/or addenda attached hereto or made a part thereof.
- b. **Client Software** means that portion of the Software that resides in, and operates on, the desktop or portable computers in use by Customer or third parties and which provides access to the Server Software and computer system resources shared and used by the Software.
- c. **Confidential Information** means Firmware, Software, Documentation, technical service manuals, service bulletins, databases, customer lists, pricing, results, discounts and/or such other information as is marked as "confidential" by a party hereto.
- d. **Consulting Services** means consulting provided by CSA as relates to the Firmware and/or Software. Consulting Services may be provided by CSA at any time during the term of this Agreement. Consulting Services, if any, and the price therefore are set forth on the Customer Agreement Addendum or on a separate statement of work signed by CSA and Customer.
- e. **Consumables** means toner, developer, paper, photoconductor or ink, as the case may be to be used, in conjunction with or for the Equipment.
- f. **Cover Sheet** means the front page of this Agreement.
- g. **CSA** means Canon Solutions America, Inc.
- h. **Customer** means the business entity defined on the Cover Sheet.
- i. **Documentation** means documents and other materials provided to Customer to support use of Product(s).
- j. **Educational Services** means training provided by CSA as relates to the Product(s), Firmware and/or Software.
- k. **Excess Charge** means charges in Excess of the Square Foot/Linear Foot or SmartClick Allowance specifically set forth on the Cover Sheet.
- l. **Effective Date** means (i) the date the installation is completed; or (ii) for Software which is not installed during the installation of the Equipment, the date the Software is enabled or shipped; or (iii) in the case of conversions or trials, the date specified by CSA.
- m. **Equipment** means printing and/or scanning equipment, including accessories and ancillary equipment each and all of which is identified by model number on the Cover Sheet, excluding NOLI Products.
- n. **Firmware** means software embedded in Equipment in object code form, incidental to operation of the Equipment, licensed by the Equipment manufacturer to Customer or for which CSA has the right to sublicense to Customer.
- o. **Implementation Services** means services relating to the implementation of Firmware and/or Software and which are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. Implementation Services acquired hereunder, if any, and the costs thereof are set forth on the Customer Agreement Addendum.
- p. **Installation** means the Equipment is ready for commercial operation in accordance with manufacturer's published specifications.
- q. **Installation Site** means the Customer's "Ship To" address specified on the Cover Sheet and to which Customer requests that CSA ship the Equipment or Software. Delivery will be made to the Installation Site.
- r. **Maintenance** means the repair and/or replacement of parts, subassemblies, and Firmware to keep the Product(s), and if applicable NOLI Products, in good working order per manufacturer's or CSA's written specifications, as the case may be, provided that repairs can be performed in the field. Parts required for repair may be used or remanufactured in accordance with CSA's specifications. Maintenance may be provided by CSA or a third party subcontracted by CSA.
- s. **NOLI Products** means Non-Occé Listed Items, which may include hardware, software (and specifically Third Party Software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and as designated on the Customer Agreement Addendum.
- t. **Parts** means all parts certified by CSA as meeting manufacturers' and/or CSA specification, as the case may be, and which are required to provide Maintenance to Products. Such certification requirements shall be determined solely by CSA.
- u. **Product** means Equipment, Consumables, Maintenance, Professional Services, Educational Services and Parts provided hereunder, excluding NOLI Products.
- v. **Professional Services** means collectively Implementation Services, Educational Services and Consulting Services each of which as such services relate to Software acquired hereunder. Professional Services, if any, and the rates therefore, are specified in the Customer Agreement Addendum.
- w. **Server Software** means that portion of the CSA Software that resides in, and operates on, the computer systems of Customer which allow access by the Client Software to shared computer system resources, including data files and databases.
- x. **Service Charges** means charges invoiced by CSA for Maintenance Services and/or Software Support and or charges based on use.
- y. **SmartClick™** means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
- z. **Software** means all computer software programs provided by CSA, whether embedded in Product(s) or provided via separate media or download; the Software includes, but is not limited to, Firmware, and Third Party Software and software that is set forth in the Customer Agreement Addendum.
- aa. **Software Support** means access to CSA support specialists for operator questions, installation support, explanation of Software features and functionality, network connectivity questions, and other software support issues. Software Support includes making available updates, fixes, minor enhancements and improvements to the current version of the Software and/or Firmware and correcting reproducible errors in Firmware or Software which errors are caused by defects in the software. Software Support does NOT include (i) administration of servers or database products; (ii) support of Firmware or Software installed on equipment using "beta" or operating systems not supported by CSA; (iii) resolution of network errors not directly related to Firmware or Software; or (iv) installation, setup or support of third party products not supported by CSA or software not acquired from CSA. Software Support does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Software.
- bb. **Third Party Software** means software authored by third parties other than CSA and made available by CSA to Customer and which requires Customer to enter into a license agreement directly with the third party software provider. Third Party Software provided hereunder is set forth on the Customer Agreement Addendum.

2.0 This Agreement governs the provision of Products and NOLI Products identified on the Cover Sheet and/or Customer Agreement Addendum and shall be in effect from the earlier to occur of: (i) the date the Agreement, signed by Customer, is countersigned by CSA; or, (ii) shipment of the Product; or, (iii) performance of any Professional Services and/or Maintenance. Once this Agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable. CSA has no responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if CSA helps Customer identify, evaluate or select such NOLI Products. Customer and CSA shall sign a separate addendum ("Supplemental Agreement") in connection with the purchase of such NOLI Products.

3.0 EQUIPMENT. Products shipped hereunder, unless otherwise specifically set forth in the Cover Sheet or Customer Agreement Addendum may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. With respect to Wide Format Equipment, CSA may ship (at CSA's sole discretion) any Equipment type defined above. "Factory Produced New Model" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components. Such Equipment is newly serialized Equipment with new features and/or functions. Customer is the first user of this Equipment, which is fully tested to assure product performance and reliability specifications. "Like New" means Equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New Equipment has been maintained by CSA, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. "New/Newly Manufactured" means Equipment that is newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications. "Refurbished" means Equipment that has been under CSA maintenance, has been tested to ensure full functionality and reliability to specifications. "Remanufactured" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components and is fully tested to assure product performance and reliability specifications. Meters have been reset to zero. "Used" means Equipment that has been maintained under CSA's authorized technical standards. Used Equipment is offered without warranty.

4.0 DELIVERY; RISK OF LOSS; INSURANCE. Delivery dates provided for by CSA are estimates only and CSA shall not be liable for delays in delivery due to causes beyond CSA's reasonable control. Customer is responsible for freight, delivery and rigging charges unless otherwise agreed. Notwithstanding any other provision herein and in addition to Service Charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increase in fuel expenses. Risk of loss shall pass to Customer upon delivery to Customer's loading dock. From the time of shipment until Customer's payment obligations have been satisfied, Customer agrees (a) to give CSA prompt written notice of any damage to or loss of the Equipment or any occurrence arising from the possession, use, or operation of the Equipment resulting in death, bodily injury or damage to property; and (b) to maintain, at its expense, comprehensive general liability and property insurance covering the Equipment in an amount at least equal to the Equipment purchase price.

5.0 TITLE; SECURITY INTEREST; TRADE-IN. Customer agrees to immediately notify CSA in writing of any change in Customer's name or address or jurisdiction of organization, or discontinuance of its place or places of business. Prior to payment being made in full, Customer shall not move the Products from the Installation Site without first obtaining prior written consent from CSA. Title to Products (except with respect to Software) shall pass to Customer upon payment in full. CSA shall retain a first priority security interest in the Products and all proceeds therefrom until all purchase payments due CSA have been made. As security for the payment of all amounts due to CSA, Customer hereby grants to CSA a purchase money security interest in the Products and all proceeds thereof (including insurance proceeds). To the extent permitted by applicable law, Customer hereby authorizes CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Products including attachments, replacements, substitutions, modifications and additions thereto. Customer agrees to reimburse CSA upon demand for all costs incurred in connection therewith. Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in CSA upon CSA's receipt of the trade-in equipment. Customer shall be responsible for related freight charges and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

6.0 INSTALLATION AND SITE PREPARATION. CSA shall install the Equipment at the Installation Site. In no event shall Installation be later than thirty (30) days after delivery of the Equipment, except if delay is due solely to CSA. Customer shall be ready to timely receive the Equipment and shall have the area at the Installation Site prepared and ready to receive the unit of Equipment or the Software in accordance with CSA's power, environmental and other requirements prior to its delivery, including providing adequate power, analog phone line(s) and computers and/or network connection(s) (if required for the unit of Equipment), lighting, humidity, HVAC, and security. Installation services may be provided by an independent contractor at CSA's discretion. Installation services include uncrating, unpacking, connection to peripherals, power, communication and other utilities, and rendering the Equipment or Software ready for use. All site preparation, including electrical wiring, air conditioning and necessary permits or approvals, is Customer's responsibility. Unless otherwise specified in the Cover Sheet and/or Customer Agreement Addendum, Customer operator training is available from CSA at its training rate in effect at the time of such training pursuant to Section 24.0. Customer must complete a CSA site survey, or equivalent CSA form, prior to installation of any Equipment or Software that will be connected to Customer's computer network. In reliance on this information, CSA will either proceed with the installation, or advise Customer of potential problems that may limit functionality. If such survey has been completed and delivered to CSA, or if there are any changes to Customer's computer network or software, any attempts by CSA to remedy such problems will be at its standard charges then in effect, and CSA makes no representation or warranty that it can remedy such problems.

7.0 PAYMENT AND TAXES. Payment of the purchase price and other charges is due thirty (30) days from the date invoiced. Service Charges are billed for full month periods. If Equipment is installed on other than the first of the month, then Service Charges shall be pro-rated from the install date to the end of the month; in addition, use charges shall be charged based on the meter read for the same period. Once per twelve month period, CSA may adjust pricing for Maintenance Service Charges, or any component thereof, supplies and other materials, by a maximum of fifteen percent (15%). Customer shall pay on demand a late fee equal to the lesser of 1.5% per month or the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a notice of default. All payments shall be made at the office of CSA set forth above, or at any other place designated by CSA. Customer shall pay or reimburse CSA for all costs of collection (including reasonable attorneys' fees, litigation expenses and court costs) of any overdue amounts. Customer shall pay or reimburse CSA for all license fees, duties, privilege, sales, use, excise, stamp, and other similar taxes and charges now or hereafter imposed upon this transaction or relating to the ownership, sale, use or operation of Equipment (exclusive of franchise taxes or taxes based upon CSA's net income).

8.0 DEFAULT AND REMEDIES.

- a. Any of the following shall constitute a default by Customer ("Default"):
 - (i) failure to pay any amounts when due and such failure remains unremedied for ten (10) days from the due date; or,
 - (ii) failure to comply with any provisions or perform any of its obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of twenty (20) days.
- b. Upon Default, CSA may exercise any one or more of the following remedies (which remedies shall be cumulative):
 - (i) terminate this Agreement and/or any applicable Schedule;
 - (ii) declare all amounts due from Customer immediately due and payable in full;
 - (iii) secure peaceable repossession and removal of the Products by CSA or its agent without judicial process and sell or lease at such place as CSA may deem advisable and CSA may be the purchaser at any such sale;
 - (iv) require Customer to pay all expenses, including reasonable attorney fees and costs, in connection with the retaking, refurbishing, selling or the like of the Products;
 - (v) exercise any other right or remedy available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. To the extent permitted by applicable

law, Customer waives all rights it may have to limit or modify any of CSA's rights and remedies under this Agreement, including but not limited to, any right to require CSA to dispose of the Products or otherwise mitigate its damages.

9.0 WARRANTY. CSA warrants that on completion of Installation, Equipment will be (i) in material conformance with the manufacturer's published specifications, (ii) qualified for CSA's standard maintenance services; (iii) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of CSA. All parts replaced under this warranty shall become the property of CSA. If a warranty period is marked on the Cover Sheet, then warranty shall continue from Installation for the period set forth on the Cover Sheet. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel the affected Equipment Schedule. In no event shall a breach of this warranty give rise to a claim for damages against CSA. CSA's obligation hereunder is limited to the repair or replacement (at CSA's option) of any Equipment, material or part which does not conform to this warranty. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured or Refurbished Equipment and is conditioned upon Customer giving prompt notice to CSA of any discovered defects. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. The repair or replacement of expendable items (for example photoconductor drums, fuser rollers, and inkjet print heads) are not covered by this warranty or Maintenance. The foregoing examples do not comprise a complete list and expendables may vary on different products and CSA shall maintain the complete list of expendable items. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CSA provides no warranty for NOLI Products. For NOLI Products, Customer may receive a warranty directly from such product or software vendor.

10.0 LIMITATION OF LIABILITY. EXCEPTING AS TO A VIOLATION OF THE SOFTWARE LICENSE TERMS HEREOF BY CUSTOMER, NEITHER PARTY, NOR CSA'S SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. CSA'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

11.0 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. CSA agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and liabilities arising out of the claims of third parties that a Product (but specifically excluding Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and CSA agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies CSA in writing of the claim and fully cooperates with CSA and CSA has sole control of the defense and all related settlement negotiations. CSA's obligation under this Section is conditioned on Customer's agreement that if such Products (except Third Party Software or NOLI Products, or the use thereof), becomes, or in CSA's opinion is likely to become, the subject of such a claim, Customer shall permit CSA, at CSA's option and expense, either to procure the right for Customer to continue using the Products or to replace or modify the Products so that it becomes non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CSA's judgment, Customer shall return the Product upon the request of CSA. Upon such return, CSA shall refund the applicable Product purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. CSA shall have no liability for any claim based upon or any damages attributable to: (i) the combination, operation or use of the Equipment or Software with equipment or software not supplied or authorized in writing by CSA; (ii) modification of the Equipment or Software; or (iii) Equipment or Software made pursuant to specifications furnished by Customer. The foregoing states the entire obligation and liability of CSA with respect to infringement of patents, copyrights or other intellectual property rights. Customer shall indemnify and hold CSA harmless from and against any liability and expense, including reasonable attorneys' fees incurred by CSA in connection with any claim that the Equipment or Software, or any part thereof, custom made pursuant to specifications furnished by Customer infringes any third party's patent, copyright or other intellectual property right.

12.0 CONFIDENTIALITY. Customer shall maintain the confidentiality of Confidential Information and shall not disclose any Confidential Information to any third party without first having obtained the written approval of CSA. Customer shall not sell, transfer, distribute, disclose or otherwise make available the Confidential Information to any third party and shall secure and protect it from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information. The parties agree to restrict circulation of all of such information within their own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Upon termination of this Agreement, Customer shall either (i) return all Confidential Information to CSA, including the Documentation, and all copies thereof, or (ii) at CSA sole option, certify to CSA in writing that the Confidential Information, including the Documentation, and all copies thereof, has been destroyed. CSA makes no representations as to the destruction of Customer data on returned Equipment that contain Customer data, and shall not otherwise be liable for failure to destroy such Customer data, or for the release of same. Any information on Equipment returned to CSA shall not be considered confidential or proprietary nor shall be subject to applicable agreement provisions pertaining to same. Security software/hardware on products that do not contain standard hard disk drive overwrite capability may be available for purchase. This will enable the Customer to determine the level of security required without intervention from CSA, and to complete erasing of data prior to pick-up.

13.0 NOTICES; CHANGES. Notices, requests or other communications shall be in writing and delivered by (a) United States first class mail, postage prepaid, and addressed to the other party at the address set forth on the face of this Agreement (or to such other address as such party shall have designated by proper notice), (b) personal delivery or (c) commercial overnight delivery service. Such notices will be deemed to have been given on the date when received or acceptance refused. Each party consents to service of process by certified mail at its address above (or such other address as it shall have designated by proper notice) in connection with any legal action brought by the other party. Customer authorizes CSA to fill in descriptive material in the Schedule (including serial numbers) and to correct any errors under the Agreement or Schedule. Upon reasonable notice, provided there is no material adverse effect on performance, CSA shall have the right to change design, colors, materials or specifications of Equipment when it deems necessary.

Software License Terms

14.0 SOFTWARE. In some cases CSA makes available to customers licenses of application software with or without third party support contracts. Such software shall be set forth on the Cover Sheet or Customer Agreement Addendum (the "Listed Software"). Customer is not acquiring title to or any interest in any Listed Software other than a license to use the Listed Software in conjunction with the Equipment. Listed Software is specifically set forth on the Cover Sheet and/or Customer Agreement Addendum. Software embedded in the Equipment is not specifically set forth on the Cover Sheet or Customer Agreement Addendum. If Customer is licensing software that is authored by third parties (for example, Adobe or Onyx software), Customer will enter into a license agreement directly with the licensor of such software. This is typically done during installation and registration of the software.

15.0 FIRMWARE. The license for Firmware is incidental to the operation and use of the Equipment in which it is embedded and the use thereof is limited to the Equipment in which the Firmware is embedded. Firmware support is provided as part of Maintenance. Customer must pay for Maintenance to receive support for Firmware. If Customer discontinues paying for Maintenance, Customer will not receive support, modifications, updates or enhancements for Firmware, however, Customer is permitted to use the Firmware solely with the Product(s) and "as is" with no obligation on the part of CSA with respect to such use or maintenance.

Product & Software Maintenance Terms

The following Product and Software Maintenance Terms are only applicable if Maintenance is being purchased by Customer under this Agreement.

16.0 MAINTENANCE TERMS AND CONDITIONS. Pricing and term for Maintenance purchased by Customer is set forth in the Cover Sheet and/or Customer Agreement Addendum. The following general terms and provisions apply to any and all Maintenance purchased hereunder:

- a. CSA's standard preventive Maintenance services will be provided during CSA's standard business hours (Monday through Friday, 8:30 AM to 5:00 PM local time, excluding CSA recognized holidays). The length and frequency of periods of time required for preventive maintenance are determined by CSA. Preventive Maintenance means testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. Maintenance performed on weekends, holidays (if available) or between 5PM and 8:30AM (at Customer's request) shall be billed at CSA's holiday rates in effect at the time of such service unless otherwise set forth in the Cover Sheet and/or Customer Agreement Addendum. Corrective Maintenance coverage will be provided as is specifically set forth in the Cover Sheet and/or Customer Agreement Addendum.
- b. Engineering changes, including safety changes, shall be performed as deemed necessary by CSA. If CSA cannot perform a safety modification through no fault of CSA, or, if Customer refuses to permit installation of a safety change or removes any component deemed by CSA as integral to maintaining the safety of the Equipment, CSA may discontinue Maintenance for all Equipment until the problem as identified by CSA is remedied by Customer.
- c. CSA warrants that all material and parts furnished pursuant to its obligations to provide Maintenance hereunder will be in good working order at the time of installation, and CSA's obligation is limited to the repair or replacement of any material or part which does not conform to this warranty. CSA is not responsible for repairing or replacing parts, nor shall CSA be liable for providing or failing to provide Maintenance, to the extent that such repair or replacement is due to Customer's acts or omissions. All parts replaced during maintenance shall become the property of CSA. Parts used by CSA may, in CSA's sole discretion, be used, reconditioned or remanufactured in accordance with manufacturer's specifications.
- d. Customer shall: (i) provide CSA full, free and safe access to the Equipment for performance of Maintenance by CSA; (ii) allow CSA to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (iii) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; **(iv) if applicable, report to CSA by the last calendar day of each month, the monthly usage according to the meter reading in footage or images as applicable;** and (v) promptly inform CSA of any Equipment malfunctions or operating problems.
- e. Customer shall NOT interfere with the proper operation of the meter.
- f. If Customer does not report to CSA the monthly usage as required by Section 16.0(d) CSA will estimate any excess Meter Charges and payment will be due from Customer based upon such estimate.
- g. The Maintenance term shall commence upon installation of the Equipment or, if already installed, upon certification by CSA, or, at the conclusion of the Warranty period, if any.
- h. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Products covered under this Agreement will not be renewed. Customer may terminate Maintenance in any renewal term upon thirty (30) days prior written notice. If Customer provides notice of Intent to terminate during the first thirty (30) days of Maintenance in a renewal term, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage in any renewal term, Customer may provide notice to terminate Maintenance subject to a termination charge equal to the monthly charges for twelve (12) months or the period of Maintenance remaining in the renewal term, whichever is less. For prepaid agreements, CSA will refund or credit the pro rata price of the remaining term less the applicable termination charge.
- i. CSA shall not be obligated hereunder to provide Maintenance or warranty services determined by CSA to be necessary due to or caused by, in whole or part: (i) failure to continually provide a suitable environment in accordance with CSA's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (iv) alteration of Equipment, including any deviation from Equipment design, unless previously authorized in writing by CSA; (v) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA; (vi) use of improper, or inadequate use of or failure to use, supplies; (vii) the use of forms not in compliance with CSA's paper specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from CSA; or, (x) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA. If in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render services under this Agreement and may terminate this Agreement.

- j. In the event Customer removes a Product covered by Maintenance from the Installation Site, breaches this Agreement (or any other agreement it has with CSA), or, in the event CSA declares an end of life date with respect to a Product (provided CSA has given customer no less than ninety (90) days prior written notice of such end of life date), CSA may withdraw such Product from maintenance coverage under this Agreement in which case Customer shall not be entitled to any refund for any payments made hereunder.

17.0 ORDERING OF SUPPLIES AND OTHER MATERIALS. Customer orders for supplies, Customer or field replaceable units, consumables, expendables or any other materials (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB, CSA's warehouse; and (c) are subject to a thirty percent (30%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), the order will be subject to a surcharge plus actual delivery charges. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to an expedite surcharge plus actual delivery charges. Non standard carrier and Expedite/Emergency Order surcharges are subject to change without notice. Claims for shortages, damages in transit or lost shipments, as well as invoice discrepancies must be made within thirty (30) days of receipt or invoice date (whichever is applicable). Customer agrees that it is purchasing only toner/developer and that the bottles are and will remain the property of CSA. Moreover, empty toner bottles for certain models are recycled by CSA in accordance with its environmentally friendly practices. Accordingly, Customer agrees to return to CSA those empty toner bottles for those certain models that are shipped to Customer with pre-paid return labels using such pre-paid labels. IN THE EVENT CSA DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND ITS REASONABLE REQUIREMENTS BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE TO CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES.

18.0 MAINTENANCE SERVICE CHARGES. For the period covering the Effective Date to the date that monthly billing commences for the first Minimum Maintenance Payment set forth on the Cover Sheet ("Interim Period"), Customer shall pay CSA an amount equal to the Minimum Maintenance Payment divided by 30 and multiplied by the number of days in the Interim Period. Such amount shall be due and payable on the tenth day following the date that monthly billing commences. CSA shall invoice the Minimum Maintenance Payment in advance and shall invoice the Excess Meter Charges and other usage fees ("Maintenance Service Charges") periodically as indicated on the Cover Sheet. If applicable, Customer provide meter readings by the last calendar day of each month the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Meter Charges may be estimated by CSA. Except for wide format products, when supplies are included in the Minimum Maintenance Payment, Customer is entitled to the amount of toner which, on average, covers six percent (6%) of the media unless another coverage rate is specified in an applicable program or document. Notwithstanding any other provision herein and in addition to Maintenance Service charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that CSA enable the Remote Software on the Equipment listed on the Cover Sheet and/or Customer Agreement Addendum.

19.0 EXCLUSIONS. The following are not within the scope of Maintenance Service or warranty: (i) provision and installation of optional retrofits; (ii) enhancement of any feature of the Product(s); (iii) services connected with Product(s) relocation; (iv) installation/removal of accessories, attachments, or other devices; (v) exterior painting or refinishing of Product(s); (vi) maintenance, installation, or removal of Product(s) or devices not provided by CSA; (vii) performance of normal operator functions as described in applicable CSA operator manual(s), including, but not limited to, loading of toner and/or paper; (viii) performance of services necessitated by accident, negligence, temperature, inadequate ventilation, power failure, improper electrical power, unauthorized alteration of Product(s), tampering, service by other than CSA, causes other than ordinary use, improper supplies or accessories, interconnect of Product(s) by electrical or electronic, or mechanical means, with incompatible Product(s), or failure to use CSA operating system software; (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Product(s); (x) repair or replacement of Expendable Items listed in Common Terms, Section 9 above; and (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Product(s) is integrated or otherwise connected. Maintenance provided by CSA to resolve an exclusion set forth under this paragraph shall be billed at CSA's (i) then published hourly service rates and minimum charges for service time, including travel and waiting time; (ii) parts and material prices then in effect; and (iii) charges for shipping and travel expenses.

20.0 CUSTOMER RESPONSIBILITIES. Customer agrees: (a) not to use paper, recycled paper, parts, photoconductors, toner, or other supplies which will cause a need for excessive service and (b) that replaced parts are the property of CSA.

21.0 SOFTWARE SUPPORT.

The following terms are applicable only if Software Support is made available to Customer through Customer's purchase of "Incidents":

- (i) For certain Equipment, Software Support is provided on a "per Incident" basis. An "Incident" is defined as a question related to a specific issue with regard to the maintained Software that can be resolved telephonically by isolating its origin to a single cause.
- (ii) Incidents may be purchased individually or in quantities as in accordance with CSA's policy. Any such Incidents purchased by Customer are set forth on the Customer Agreement Addendum. An Incident will be considered "used" when CSA: (1) corrects the problem; (2) creates a reasonable work-around; (3) provides information in response to a Customer question; or (4) isolates the cause of the support issue to product provided by a party other than CSA. An Incident will not be considered "used" if the problem results from a defect in maintained Software for which no Software patch or work-around is then available from CSA. Issues that CSA determines cannot reasonably be resolved as Incidents may be escalated, with the consent of Customer, to a CSA Software Engineer or scheduled for on-site support at CSA's then-current consulting rates. CSA DOES NOT REPRESENT OR WARRANT THAT ALL SOFTWARE ISSUES CAN OR WILL BE RESOLVED AS INCIDENTS. Incidents purchases are non-transferable and non-refundable. Incidents not used by Customer shall expire at the end of the Maintenance Service Initial Term or the applicable Maintenance Service Renewal Term. At the start of each Maintenance Service Renewal Term, Customer shall receive the same number of Incidents purchased during the Maintenance Service Initial Term unless Customer purchases additional Incidents in accordance with CSA's then-current policy.
- (iii) CSA will provide Software Support through the use of Incidents to those Customer employees who have been issued an ID code providing email/telephone access to the CSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.
- (iv) An overview of the total number of Incidents purchased, number used and number remaining available for use are available by contacting the Software Support Center with access provided using the Customer's ID code.

- (v) Software Support does not include: (1) training; (2) maintenance materials; (3) on-site support; (4) on-site implementation, installation or integration support; (5) re-installation of Software on computer equipment supplied by CSA after modification of such computer equipment by Customer (such as installation of memory, disk, interface boards, other software, etc.); (6) re-installation or re-initialization of Software after changes in a networking system or alteration of the parameters of Customer's current networking system; or (7) support or service required because of the upgrade of any software not licensed by CSA, such as operating system or utilities software, even if running on computer equipment supplied by CSA. CSA may make these services available at CSA's then-current consulting rates. CSA reserves the right to decline to perform such services.
- c. It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time.

22.0 LICENSE FEE. The license for the various Software products listed herein is covered by a one time license fee for these products. In order to receive updates, fixes and enhancements (maintenance) for the Software products, Customer must continue to pay the maintenance fee which is identified on the face of the Customer Agreement next to the Software as "Service Charge". If Customer discontinues paying the maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the Software solely with the Product(s) and "as is" with no obligation on the part of CSA with respect to such use or maintenance, subject to the terms and conditions herein including those restricting the assignability of Software. With respect to third party software, CSA is a reseller of such software. Customer's license for such third party software is granted from the third party software provider and the terms of the license agreement that comes with that software must be referenced for updates, fixes and enhancements.

Professional Services Terms

23.0 All Professional Services provided hereunder shall be set forth on the Customer Agreement Addendum. A statement of work ("Statement of Work") shall be signed by Customer prior to commencement of any Professional Services. The Statement of Work shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable). All work product created under a Professional Services statement of work and all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services shall be owned by CSA. CSA grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such work product in the United States solely for internal use and solely in conjunction with the Equipment identified in the Customer Agreement Addendum.

Educational Services Terms

24.0 All Educational Services shall be set forth on the Customer Agreement Addendum. The following terms are only applicable if Educational Services are purchased and apply to any and all Educational Services purchased hereunder:

- a. Educational Services are offered to Customer by CSA in the form of training sessions and are provided during CSA's standard business hours (Monday through Friday excluding CSA recognized holidays - 8:00 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at a CSA central training facility or at Customer's site as determined by CSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CSA's discretion.
- b. Unless otherwise set forth in a writing signed by both parties, standard CSA published rates apply. CSA published rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay, CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c. Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CSA's then current policy. Such training materials are CSA Confidential Information.
- d. Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of Installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e. Cancellation. (i) CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to reschedule such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (iv) Monies received for a training session, the cancellation notice of which is received by CSA within five business days of the scheduled date for such training session, are not refundable. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (v) CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

Miscellaneous

25.0 This Agreement shall constitute the entire agreement between Customer and CSA with respect to product(s), services and software. Any variance from or additions to the terms and conditions of this Customer Agreement, or any amendments, schedules or addenda, in any purchase order or other written notification from Customer will be of no effect. This Agreement may not be assigned by Customer without the written consent of CSA and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns. Customer may deliver the signed Agreement to CSA by facsimile or electronic transmission. By delivering the Customer signed Agreement to CSA by facsimile or electronic transmission, Customer intends and agrees that such facsimile or electronic transmission shall constitute an original of the Agreement, shall be legally binding on Customer as if the Agreement were manually signed by Customer and personally delivered to CSA, shall be the best evidence of the Customer's agreement and shall be admissible in any legal proceeding. CSA shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. No amendment hereunder shall be effective unless in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. Except for obligations of payment, neither CSA nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. Customer agrees that CSA may use Customer's name and/or logo in connection with press releases, marketing literature, advertising and other public announcements or publicity materials concerning the Products acquired by Customer from CSA. CSA does not acquire any ownership interest in any Customer trademarks. CSA shall properly attribute ownership of Customer's trademarks to Customer. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Customer Agreement and any amendments, schedules or addenda entered into hereunder, must be brought in the State or Federal courts located in New York, New York and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in New York, New York, for purposes of resolving legal disputes concerning this Agreement and any Schedules entered into hereunder, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Agreement and any amendments, schedules or addenda entered into hereunder.

GAS TRANSPORTATION AGREEMENT GT# 18641

WHEREAS, JEFFERSON COUNTY CORRECTIONAL FACILITY ("Customer") desires to establish a master Gas Transportation Agreement whereby Gas, as that term is defined in the General Terms and Conditions for Transportation in the Gulf Coast Service Area, Rate Schedule T-Terms, may be transported by Texas Gas Service Company ("Company") on behalf of Customer if Company and Customer mutually agree to the terms and conditions of such transportation; and

WHEREAS, Company desires to transport such Gas for Customer under such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Company and Customer hereby agree as follows:

ARTICLE I GENERAL PROVISIONS

The agreement (the "Agreement") will consist of the provisions contained herein, the General Terms and Conditions, Rate Schedule T-Terms, and one or more Gas Transportation Order(s) (Exhibit A) which set forth the specific terms and conditions of such transportation.

The parties agree that this Agreement and the information provided in connection therewith (the "Confidential Information") are confidential and shall not be disclosed to any other person or entity. Confidential Information shall include, but not be limited to, all marketing, operational, economic and financial knowledge, or information or data of any nature whatsoever concerning or relating to the Agreement which has been or may hereafter be provided or disclosed by or on behalf of Company to Customer and all analyses, compilations, forecasts, studies or other documents prepared by Customer or its representatives in connection with the review or evaluation of the Agreement and the activities contemplated under the Agreement. Any obligation of confidentiality under this Section will not apply if the information: (i) is, at the time of receipt, or becomes at a later date (through no fault of the receiving party), known to the trade or the public; (ii) is possessed by the receiving party (as evidenced by written records) before receipt from the disclosing party; is developed by the receiving party (as evidenced by documentation), independently of the confidential information; is disclosed to the receiving party in good faith by a third party who has an independent right to such information; or is required to be disclosed pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure (provided the receiving party provides timely notice to the disclosing party of such order to permit disclosing party the opportunity to contest the order and, when possible, takes reasonable steps to protect the information from being released to the public).

A Gas Transportation Order will be sent to Customer documenting the details of certain agreed upon deliveries. Customer shall promptly execute and return each Gas Transportation Order to Company. The Gas Transportation Order shall be deemed accepted by Customer, whether or not it has been executed, unless Customer notifies Company in writing within seven (7) business days of the reason for its non-acceptance. Customer shall specify the modification(s) requested and work with Company to revise the Gas Transportation Order to the satisfaction of both parties.

ARTICLE II TRANSPORTATION

Company hereby agrees to transport on behalf of Customer, to each Point of Delivery, as that term is defined in the General Terms and Conditions, Rate Schedule T-Terms. Company shall have no obligation to deliver such Gas unless such Gas is being simultaneously received by Company at the Points of Receipt and/or from storage. Customer shall deliver its Gas to Company only at the Points of Receipt, as that term is defined in the General Terms and Conditions, Rate Schedule T-Terms, and as described in the applicable Gas Transportation Order. To the extent that Gas is not physically being transported for or on behalf of Customer, Customer shall have no right, title or interest in Company's capacity or any rights therein. Nothing in this Agreement shall constitute a transfer, right, title, interest or assignment in Company's pipeline system.

As payment for transportation of Gas hereunder, Customer shall pay the Company an amount equal to the charges set forth in the Gas Transportation Order(s) and the fees and charges described in the General Terms and Conditions, Rate Schedule T-Terms. The parties recognize and agree that there may be multiple Gas Transportation Orders in existence at any one time. The Monthly Customer Charge paid under the Gas Transportation Order shall be nonrefundable even if the Customer fails to utilize such transportation service under a Gas Transportation Order. Customer shall also deliver to Company and Company shall retain an amount of Gas equal to the Payment In Kind (PIK) percentage, as determined annually by the Company. The PIK is the volume of gas equal to the purchase/sales ratio authorized to be collected in the Company's Cost of Gas Clause, multiplied by the volume of gas delivered by the Company for Customer for transportation. Company shall not be obligated to pay or otherwise compensate or reimburse Customer for such PIK Gas.

EXHIBIT A-1

**TO GAS TRANSPORTATION AGREEMENT # 18641
BETWEEN
TEXAS GAS SERVICE COMPANY and JEFFERSON COUNTY CORRECTIONAL FACILITY**

GAS TRANSPORTATION ORDER

Texas Gas Service Company (Company) and JEFFERSON COUNTY CORRECTIONAL FACILITY (Customer) executed this Gas Transportation Order pursuant to the company's tariffs and the Gas Transportation Agreement.

Transportation Period: November 1, 2018 through October 31, 2021; month to month thereafter until terminated by either party upon thirty (30) days written notice.

Points of Receipt: Any existing delivery points into Transporter's distribution system as mutually agreed upon by Transporter, Shipper and Shipper's supplier.

Cost of Service Rate:

November 1- October 31, 2018:	\$0.75 per Mcf
November 1- October 31, 2019:	\$1.00 per Mcf
November 1- June 30, 2021:	\$1.25 per Mcf

Cost of Service Rate Adjustment: Effective July 1, 2021 and each subsequent July consumption period thereafter during the term of this Agreement, Company may adjust the cost of service charge with thirty (30) days written notice to Customer.

The Cost of Service Rate shall increase in direct proportion to the increase in the Company's year over year operating expenses. The amounts to be included in the annual calculation of operating expenses shall include: Transmission Expenses (excluding FERC Acct 858 - Transmission and Compression of Gas by Others), Distribution Expenses, Customer Accounts Expenses, Customer Service and Informational Expenses, Sales Expenses, Administrative and General Expenses and Taxes Other Than Income Taxes as reported in the Gas Utilities Distribution Annual Report to the Railroad Commission of Texas.

Adjustments to the Cost of Service Rate shall be limited to not less than the then current Cost of Service Rate and not more than 5% of the then current Cost of Service Rate.

Customer Charge: During each monthly billing a customer charge per applicable Rate Schedule (current applicable tariff T-1-ENV); plus

Additional Charges: A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code; Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.

Point(s) of Delivery:**Premise Number:**

1221865

Meter Location:

5030 Hwy 69 S

Customer Notice Address: 1001 Pearl Street, Beaumont, Texas 77701

Customer Contact Name: Tonia Voorhies

Customer Invoice Address: 1149 Pearl Street 7th Floor, Beaumont, Texas 77701

Customer Contact Phone #: 409.835.8662

COMPANY: TEXAS GAS SERVICE COMPANY
a division of ONE Gas, Inc.

By: K. Jason Ketchum 

Printed Name: K. Jason Ketchum

Title: VP Commercial Activity

Date: 10/25/2018

**CUSTOMER: JEFFERSON COUNTY
CORRECTIONAL FACILITY**

By: 

Printed Name: JEFF BRANNICK

Title: COUNTY JUDGE

Date: 10/29/18



This Agreement shall be binding upon the parties upon its execution by all parties hereto ("Effective Date"). The Agreement shall extend for a term of three (3) years from and after such Effective Date in accordance with the Transportation Period Term and month to month thereafter until terminated by either party upon thirty (30) days written notice. Upon termination, all obligations of the parties hereto shall terminate, except as to the balancing of receipts and withdrawals of Gas hereunder and the payment of any amounts due.

Any notice, request, statement, correspondence, or payment provided for in this Agreement shall be given in writing, delivered in person, by private carrier or by United States mail, to the parties hereto at the addresses shown below or at such other addresses as may be hereafter furnished by one party to the other in writing:

All Notices:

Texas Gas Service Company
Attention: Gas Supply Contract Administrator
1301 S. Mopac Expressway, Ste. 400
9913 Austin, TX 78746
Telephone: 512/370-8387
Facsimile: 512/476-4966

Statements and Payments:

Texas Gas Service Company
P.O. Box 219913
Kansas City, MO 64121-

The words and phrases contained herein shall have the same meanings as set forth in the General Terms and Conditions for Transportation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement;

COMPANY: TEXAS GAS SERVICE COMPANY

By [Signature]

Printed Name K. Jason Ketchum

Title VP, Commercial Activity

Date: 10/25/2018



CUSTOMER: JEFFERSON COUNTY CORRECTIONAL FACILITY

By [Signature]

Printed Name JEFF BRANCK

Title COUNTY JUDGE

Date: 10/29/18

ATTEST:

[Signature]
Carolyn L. Guidry, County Clerk





JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in black ink, appearing to be "dc" with a flourish underneath.

Date: October 25, 2018

Re: Donation of Salvage Property – Computers & Equipment

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

Thank you.

Jefferson County Surplus
to be
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
	PERSONAL COMPUTERS			
MIS	GATEWAY LAPTOP	0027110084	52BT	26795
MIS	GATEWAY 4100-V1	1100111977	59BT	28343
MIS	GATEWAY E-4100	0033058966	71RC	28429
MIS	GATEWAY E-4100	0033058968	71RC	28431
MIS	GATEWAY E6300	0035531868	59BT	29068
MIS	GATEWAY E6300	0035531870	59BT	29070
MIS	GATEWAY E4300	0035481540	14BT	29150
MIS	GATEWAY M210E	0035606913	31BT	29084
MIS	E4300	0036034860		29509
MIS	E4300	0036034855	FORDPK	29547
MIS	GATEWAY E-4300	0036034832		29733
MIS	GATEWAY E-6500DSB	0036578646	63PA	29879
MIS	GATEWAY E-9515R	0036781481	25BT	29985
MIS	GATEWAY E-6500	0036803215	25BT	30015
MIS	GATEWAY E-6500	0036816785	25BT	30009
MIS	GATEWAY E-6610D SB	0037234494	13BT	30468
MIS	LENOVO	L3GC212	25BT	31139
MIS	ITRONIX GB XR-1	ZZGEG7200ZZ6981	59BT	32121
MIS	GATEWAY E-6610D	0040525159	37BT	32516
MIS	GATEWAY E-6610D	0040525146	53BT	32536
MIS	GATEWAY E-6610D	0004500433	59BT	32863
MIS	GATEWAY E4100	0034082119		32975
MIS	DELL OPTIPLEX 755	9LPKKH1	FORDPK	33080
MIS	DELL OPTIPLEX 755	4NPKKH1	59BT	33186
MIS	DELL OPTIPLEX 755	4W7ZXH1	40VC	33193
MIS	DELL OPTIPLEX 755	CPYYXH1	59BT	33194
MIS	DELL QUAD CORE XEON	52SH1J1	25BT	33210
MIS	DELL XEON L5240	3P69LJ1	25BT	33279
MIS	DELL LATITUDE E5500	47PK0L1	79PA	33512
contact person: Andrae Thierry				

Approved by Commissioners' Court

Jefferson County Surplus
to be
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
	PERSONAL COMPUTERS			
MIS	DELL LATITUDE E5500	JL PK0L1	79PA	33513
MIS	DELL LATITUDE E5500	4MPK0L1	79PA	33514
MIS	DELL EQUALLAGIC PS	4ZFHYH1	25BT	33539
MIS	DELL PRECISION T3400	1V99WL1	115	33612
MIS	NETGEAR READYNAS3200	25U909Y4000E1	25BT	33780
MIS	DELL OPTIPLEX 780	7KB0PN1	59BT	33792
MIS	DELL OPTIPLEX 780	7K82PN1	63BT	33799
MIS	DELL OPTIPLEX 380	4GCLFQ1		33935
MIS	DELL OPTIPLEX 780	J70DYQ1	14VM	33981
MIS	DELL POWEREDGE R310	38GZ8V1	25BT	34273
MIS	DELL OPTIPLEX 7020 W	2YG2B42		35190
MIS	DELL OPTIPLEX 7020 W	2YG0B42		35194
MIS	DELL PRECISION TOWER	B4NBT52		35389
MIS	GATEWAY E4300	36034831	111	29732
MIS	GATEWAY E4300	35481531	30PA	29418
MIS	GATEWAY E4100			
MIS	PRINTERS		41BT	10756
MIS	HP CM750		13BT	33648
MIS	HP M402n		30BT	33291
MIS	Lexmark 2390			
MIS	HP OJ 7310			
MIS	HP p2035			
MIS	HP 5650			
MIS	HP5550		31BT	27840
MIS	HP LJ 1300		31BT	27850
MIS	HP LJ 1320			
MIS	HP OJ 6100			
MIS	HP LJ 2015		13BT	31252
contact person: Andrae Thierry				

Approved by Commissioners' Court

Approved by Commissioners' Court

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: OCTOBER 23, 2018

The following FY 2019 budget amendment for Beaumont, Port Arthur, and Mid-County Maintenance and Juvenile Detention is necessary for additional cost for janitorial services for the new contract that was approved by the Court on October 22, 2018.

120-6083-416-5077	Contractual Services	\$29,742	
120-6084-416-5077	Contractual Services	\$64,676	
120-6085-416-5077	Contractual Services	\$20,240	
120-3064-424-5077	Contractual Services	\$28,704	
120-9999-415-9999	Contingency		\$143,362

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending September 30, 2018 (Unadjusted)



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



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

October 19, 2018

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of September 30, 2018 (unadjusted) together with the results of operations of the budget for the twelfth period then ended.

Revenue:

Total budgeted revenue collected for the month ending September 30, 2018 (unadjusted) is \$124,093,659. Budgeted Revenues are \$118,751,599 resulting in \$5,342,060 in additional revenue collected above our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$80,599,104 for the eleven months of the year. This amount represents 99.97% of the budgeted amount of \$80,620,917.

Sales Taxes:

Revenues from Sales Taxes have exceeded the budgeted amount of \$24,000,000 by \$2,387,684.

Page Two

Licenses & Permits:

Revenues from Licenses & Permits have exceeded the budgeted amount of \$426,700 by \$413,326.

Intergovernmental:

Revenues from Intergovernmental Revenue have exceeded the budgeted amount of \$1,215,791 by \$147,461.

Fees:

Revenues from Fees have exceeded the budgeted amount of \$10,646,591 by \$1,824,686.

Fines and Forfeitures:

Revenues from Fines and Forfeitures have exceeded the budgeted amount of \$1,625,000 by \$186,163.

Interest:

Revenues from Interest have exceeded the budgeted amount of \$192,600 by \$404,491.

Other Revenues:

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

Expenditures:

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

Page Three

Expenditures are budgeted to be \$127,194,566, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,748,08 for the fiscal year ending September 30, 2018.

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

Sincerely,

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

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
 FINANCIAL & OPERATING
 STATEMENTS - COUNTY FUNDS ONLY
 FOR THE MONTH ENDING SEPTEMBER 30, 2018 (UNADJUSTED)
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Jefferson County, Texas
Consolidated Balance Sheet
For the Month Ending September 30, 2018 (Unadjusted)

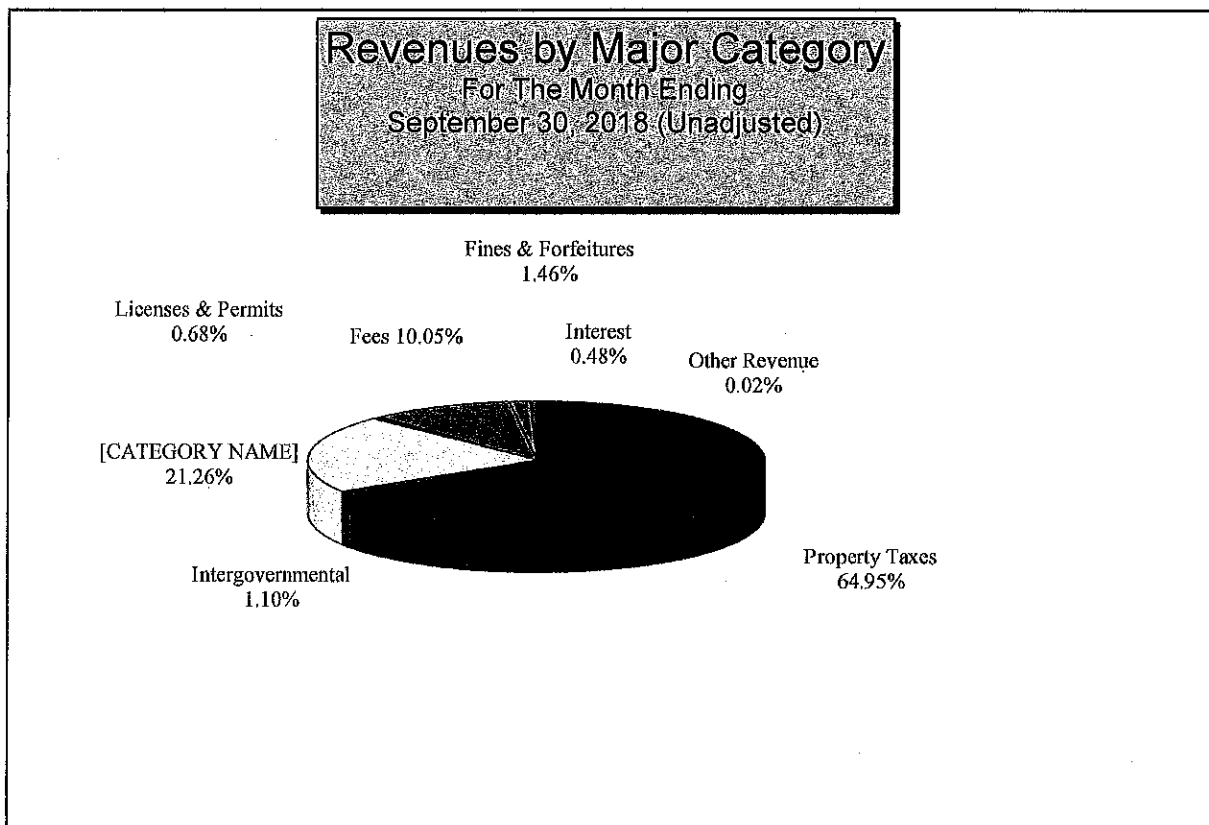
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 53,210,798	16,794,242	2,588,479	552,482	(292,419)	(4,755,226)	\$ 68,098,356
Receivables & Prepaids	6,429,894	3,027	-	158,747	44,741	-	6,636,409
Intergovernmental Receivables	3,698,622	-	-	-	-	-	3,698,622
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	557,847	16,009	-	-	119,277	-	693,133
Other Assets	-	-	-	-	82,431,242	-	82,431,242
Total Assets	\$ 64,047,161	\$ 16,813,278	\$ 2,588,479	\$ 711,229	\$ 82,302,841	\$ (4,755,226)	\$ 161,707,762
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 3,936,075	643,196	-	-	1,417,179	3,583,720	\$ 9,580,170
Intergovernmental Payables	64,080	-	-	-	153	-	64,233
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	8,975,629	-	-	143,424	472,048	-	9,591,101
Fund Balance/Equity	51,071,377	16,170,082	2,588,479	567,805	80,413,461	(8,338,946)	142,472,258
Total Liabilities and Fund Balance/Equity	\$ 64,047,161	\$ 16,813,278	\$ 2,588,479	\$ 711,229	\$ 82,302,841	\$ (4,755,226)	\$ 161,707,762

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending September 30, 2018 (Unadjusted)

	For the Month Ending September 30, 2018				9/30/2018	
	08/31/18 Restated	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 332,672	\$ 5,607	16,774	\$ -	-	\$ 321,505
Road & Bridge Pct. 1	3,711,584	62,011	177,875	-	-	3,595,720
Road & Bridge Pct. 2	1,219,143	58,281	149,125	(33,000)	-	1,095,299
Road & Bridge Pct. 3	895,685	53,188	140,545	-	-	808,328
Road & Bridge Pct. 4	2,752,881	65,875	113,325	(104,271)	-	2,601,160
Engineering Fund	209,080	1,635	71,692	-	-	139,023
Parks & Recreation	131,366	5,367	9,518	-	-	127,215
General Fund	45,445,249	3,244,131	9,895,169	(761,754)	-	38,032,457
Mosquito Control Fund	934,333	3,519	187,741	-	-	750,111
Tobacco Settlement Fund	3,599,408	1,151	-	-	-	3,600,559
Total General Funds	59,231,401	3,500,765	10,761,764	(899,025)	-	51,071,377
Total Special Revenue Funds	14,539,723	2,711,725	1,843,120	761,754	-	16,170,082
Total Capital Project Funds	2,484,991	809	34,592	137,271	-	2,588,479
Total Debt Service Funds	557,779	10,026	-	-	-	567,805
Total Enterprise Funds	79,807,912	969,170	363,621	-	-	80,413,461
Total Internal Service Funds	(9,315,545)	2,244,038	1,267,439	-	-	(8,338,946)
Total Balances	\$ 147,306,261	\$ 9,436,533	\$ 14,270,536	\$ -	\$ -	\$ 142,472,258

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending September 30, 2018 (Unadjusted)

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 80,599,104	\$ 80,620,917	\$ 21,813	0.03%
Sales Taxes	26,387,684	24,000,000	(2,387,684)	-9.95%
Licenses & Permits	840,026	426,700	(413,326)	-96.87%
Intergovernmental	1,363,252	1,215,791	(147,461)	-12.13%
Fees	12,471,277	10,646,591	(1,824,686)	-17.14%
Fines & Forfeitures	1,811,163	1,625,000	(186,163)	-11.46%
Interest	597,091	192,600	(404,491)	-210.02%
Other Revenue	24,062	24,000	(62)	-0.26%
	<u>\$ 124,093,659</u>	<u>\$ 118,751,599</u>	<u>\$ (5,342,060)</u>	<u>-4.50%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending September 30, 2018 (Unadjusted)

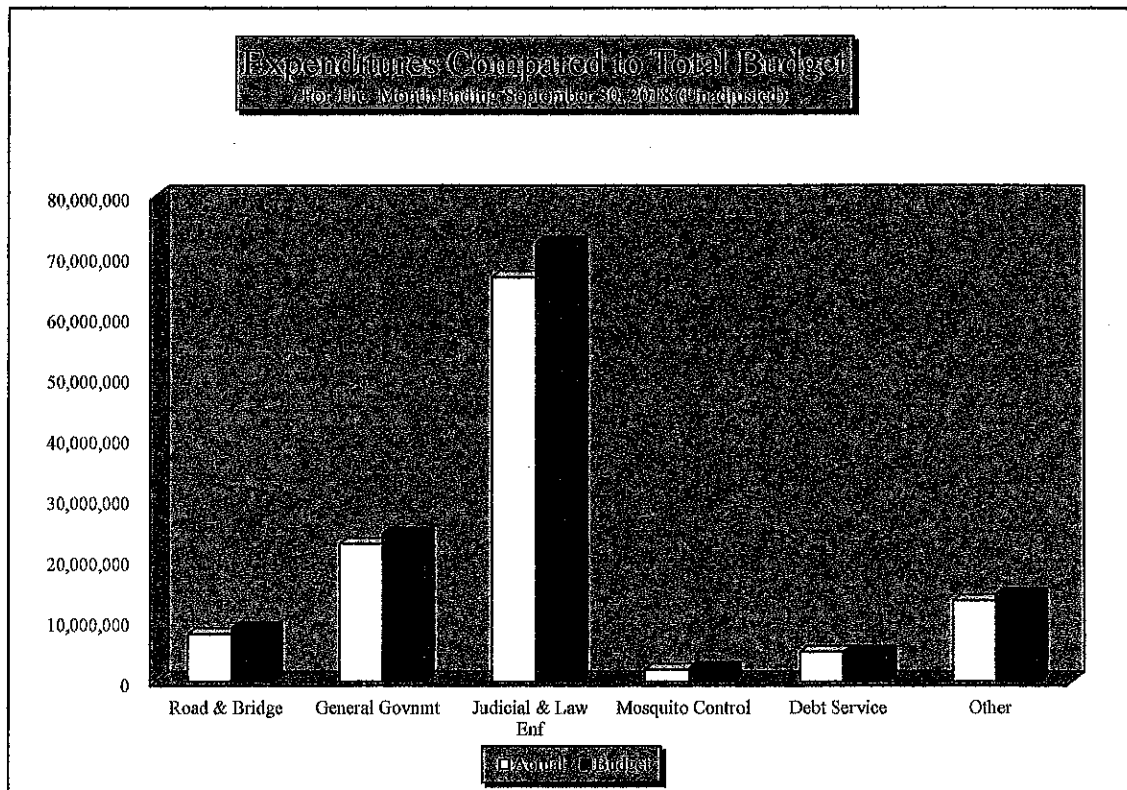
	October 2017 -December	January	February	March	April	May	June	July	August	September	Cumulative		Annual Budget	Unrealized Balance
											Total			
Jury Fund														
Current Taxes	\$ 19,987	\$ 36,757	\$ 73,656	\$ 3,443	\$ 703	\$ 755	\$ 617	\$ 687	\$ 252	\$ 131	\$ 136,988	\$	137,496	\$ 508
Delinquent Taxes	964	301	(21)	941	299	365	158	298	258	248	3,811		3,716	(95)
Jury Fees	9,059	3,843	4,922	4,579	4,486	5,074	5,339	5,825	5,711	5,228	54,066		35,000	(19,066)
Other Revenue	-	57,494	-	33,932	-	-	85	26,758	-	-	118,269		200,000	81,731
Road & Bridge Pct. 1														
Current Taxes	84,058	154,584	309,765	14,480	2,958	3,176	2,597	2,890	1,060	551	576,119		578,251	2,132
Delinquent Taxes	1,858	579	(40)	1,813	575	704	304	575	497	477	7,342		7,158	(184)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-		-	-
Auto Registration Fees	-	28,765	51,107	-	-	-	632,831	-	-	-	712,703		564,960	(147,743)
Road & Bridge Fees	131,972	36,852	53,052	51,098	58,755	45,908	43,669	50,846	51,126	38,844	562,122		558,540	(3,582)
Sales, Rentals & Services	2,276	-	248	87	111	-	-	-	999	-	3,721		-	(3,721)
Fines and Forfeitures	44,902	19,457	24,050	26,289	30,867	27,983	28,331	23,609	24,286	22,139	271,913		231,120	(40,793)
Road & Bridge Pct. 2														
Current Taxes	79,017	145,314	291,189	13,612	2,781	2,986	2,441	2,716	996	518	541,570		543,574	2,004
Delinquent Taxes	1,702	532	(37)	1,662	527	645	279	527	455	437	6,729		6,559	(170)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-		-	-
Auto Registration Fees	-	27,040	48,042	-	-	-	594,881	-	-	-	669,963		531,080	(138,883)
Road & Bridge Fees	124,053	34,642	49,871	48,034	55,232	43,155	41,050	47,796	48,060	36,514	528,407		525,045	(3,362)
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-		-	-
Fines and Forfeitures	42,210	18,290	22,608	24,713	29,016	26,305	26,632	22,193	22,830	20,812	255,609		217,260	(38,349)
Road & Bridge Pct. 3														
Current Taxes	72,111	132,613	265,737	12,422	2,538	2,725	2,228	2,479	909	473	494,235		496,062	1,827
Delinquent Taxes	1,554	484	(34)	1,517	481	589	255	481	415	399	6,141		5,987	(154)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-		-	-
Auto Registration Fees	-	24,677	43,843	-	-	-	542,884	-	-	-	611,404		484,660	(126,744)
Road & Bridge Fees	113,211	31,614	45,512	43,835	50,404	39,382	37,462	43,619	43,860	33,323	482,222		479,153	(3,069)
Sales, Rentals & Services	-	964	2,057	2,030	-	-	-	-	-	-	5,051		-	(5,051)
Fines and Forfeitures	38,522	16,693	20,633	22,554	26,481	24,008	24,305	20,254	20,835	18,993	233,278		198,270	(35,008)
Road & Bridge Pct. 4														
Current Taxes	92,143	169,453	339,560	15,873	3,243	3,482	2,847	3,168	1,162	604	631,535		633,869	2,334
Delinquent Taxes	1,985	619	(43)	1,937	614	752	325	614	531	510	7,844		7,648	(196)
Intergovernmental Revenue	-	-	-	-	-	-	-	4,463	5,314	-	9,777		1,200	(8,577)
Auto Registration Fees	-	31,532	56,023	-	-	-	693,699	-	-	-	781,254		619,300	(161,954)
Road & Bridge Fees	144,662	40,397	58,155	56,013	64,407	50,324	47,869	55,736	56,044	42,580	616,187		612,263	(3,924)
Sales, Rentals & Services	(2,116)	2,466	8,380	-	1,077	3,000	1,500	1,655	992	(2,087)	14,867		-	(14,867)
Fines and Forfeitures	49,219	21,327	26,362	28,817	33,835	30,672	31,054	25,878	26,621	24,268	298,053		253,350	(44,703)
Other Revenue	-	-	-	-	-	-	-	-	-	-	-		-	-

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending September 30, 2018 (Unadjusted)

	October 2017 -December	January	February	March	April	May	June	July	August	September	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund													
Current Taxes	\$ 131,364	\$ 241,581	\$ 484,094	\$ 22,630	\$ 4,623	\$ 4,964	\$ 4,058	\$ 4,516	\$ 1,656	\$ 862	\$ 900,348	\$ 903,677	\$ 3,329
Delinquent Taxes	3,010	938	(65)	2,938	932	1,140	493	932	805	773	11,896	11,598	(298)
Licenses and Permits	400	-	-	-	200	750	-	-	-	-	1,350	650	(700)
Sales, Rentals & Services	-	-	200	-	-	-	-	-	-	-	200	500	300
Parks & Recreation													
Current Taxes	6,798	12,501	25,051	1,171	239	257	210	234	86	45	46,592	46,763	171
Delinquent Taxes	170	53	(4)	166	53	64	28	53	45	44	672	655	(17)
Sales, Rentals & Services	17,161	4,959	5,140	5,815	4,979	5,989	6,349	6,505	5,492	5,278	67,667	65,175	(2,492)
General Fund													
Current Taxes	11,251,900	20,692,462	41,464,797	(5,801,718)	396,004	425,163	347,603	386,808	141,850	73,806	69,378,675	69,558,088	179,413
Delinquent Taxes	248,685	77,543	(5,399)	242,923	76,988	94,243	40,757	76,982	66,496	63,885	983,103	958,300	(24,803)
Sales Taxes	2,481,732	2,754,675	3,209,940	2,387,647	2,414,683	2,848,635	2,440,707	2,637,370	2,602,508	2,609,787	26,387,684	24,000,000	(2,387,684)
Other Taxes	38	-	-	-	-	-	18,236	5,798	-	-	24,062	24,000	(62)
Licenses and Permits	104,523	44,994	45,810	36,515	390,411	42,115	40,142	52,485	41,286	40,395	838,676	426,050	(412,626)
Intergovernmental Revenue	110,165	178,440	66,092	105,512	310,259	138,594	102,118	53,547	145,508	24,971	1,235,206	1,014,591	(220,615)
Fees of Office	967,109	305,887	367,300	326,970	379,043	303,788	383,248	346,796	351,796	604,265	4,336,202	4,108,265	(227,937)
Other Sales, Rentals & Svcs.	889,971	(125,677)	206,302	453,596	258,997	231,300	219,723	256,258	884,396	(249,625)	3,025,241	2,062,650	(962,591)
Fines & Forfeitures	130,462	124,960	49,305	54,190	90,778	6,283	142,298	55,138	38,166	60,730	752,310	725,000	(27,310)
Interest	174,437	21,016	38,994	16,587	45,659	36,572	68,740	59,375	76,905	15,917	554,202	175,000	(379,202)
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund													
Current Taxes	300,191	552,058	1,106,246	51,713	10,565	11,343	9,274	10,320	3,784	1,969	2,057,463	2,065,072	7,609
Delinquent Taxes	6,034	1,881	(131)	5,890	1,868	2,286	989	1,868	1,613	1,550	23,848	23,252	(596)
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund													
Interest	4,771	1,519	1,564	751	2,193	1,850	3,716	3,475	4,768	1,151	25,758	10,000	(15,758)
Debt Service													
Current Taxes	686,111	1,261,773	2,528,413	118,194	24,147	25,925	21,196	23,586	8,649	4,500	4,702,494	4,558,065	(144,429)
Delinquent Taxes	20,379	6,527	115	19,910	6,370	7,894	3,284	6,375	5,496	5,349	81,699	75,127	(6,572)
Interest	1,663	849	1,977	979	2,878	2,444	4,935	510	719	177	17,131	7,600	(9,531)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 18,590,423	\$ 27,196,228	\$ 51,390,338	\$ (1,537,940)	\$ 4,791,259	\$ 4,503,589	\$ 6,621,736	\$ 4,331,998	\$ 4,695,237	\$ 3,510,791	\$ 124,093,659	\$ 118,751,599	\$ (5,342,060)

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 100% of Budget Expended
For The Month Ending September 30, 2018 (Unadjusted)

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 401,559	\$ 650,474	\$ 248,915	38.27%
Road & Bridge Funds	6,889,750	7,666,597	776,847	10.13%
Engineering Fund	898,042	1,031,055	133,013	12.90%
Parks & Recreation Fund	97,757	180,731	82,974	45.91%
General Fund:				
General Government	22,784,324	24,431,601	1,647,277	6.74%
Judicial	17,989,655	19,391,092	1,401,437	7.23%
Law Enforcement	48,165,089	52,176,729	4,011,640	7.69%
Education	315,888	424,338	108,450	25.56%
Health & Welfare	8,097,412	8,582,605	485,193	5.65%
Maintenance	3,451,973	3,932,605	480,632	12.22%
Other	1,413,062	1,457,201	44,139	3.03%
Mosquito Control Fund	1,980,020	2,260,280	280,260	12.40%
Tobacco Settlement	100,000	100,000	-	-
Debt Service Funds	4,909,223	4,909,258	35	0.00%
	<u>\$ 117,493,754</u>	<u>\$ 127,194,566</u>	<u>\$ 9,700,812</u>	<u>7.63%</u>



Statement of Expenditures - Compared With Budget Allocation

For The Month Ending September 30, 2018 (Unadjusted)

	October 2017												Annual Budget	Unencumbered Balance
	December	January	February	March	April	May	June	July	August	September	Encumbrances			
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	Total		
Jury Fund	138,897	22,693	41,116	18,208	49,675	16,915	23,172	46,629	27,029	16,774	451	401,559	650,474	248,915
Road & Brdg Pct. 1	335,952	186,069	92,933	82,999	168,735	96,104	179,276	130,854	88,202	177,875	79,392	1,618,391	1,743,419	125,028
Road & Brdg Pct. 2	381,012	352,998	125,132	106,771	138,163	126,547	220,440	114,508	130,548	149,125	47,617	1,892,861	1,983,500	90,639
Road & Brdg Pct. 3	346,826	204,070	106,767	139,673	121,865	109,629	233,773	113,440	120,878	140,545	102,676	1,740,142	1,992,224	252,082
Road & Brdg Pct. 4	384,267	117,075	118,895	69,501	130,887	119,813	177,891	122,642	123,961	113,325	160,099	1,638,356	1,947,454	309,098
Engineering	227,788	66,319	66,192	68,021	72,726	71,442	105,178	72,798	72,523	71,692	3,363	898,042	1,031,055	133,013
Parks & Recreation	13,103	5,877	5,957	8,319	6,698	3,947	4,124	10,971	13,361	9,518	15,882	97,757	180,731	82,974
Tax Assessor/Coll.	1,042,424	297,995	299,706	293,666	295,600	284,714	428,990	292,497	285,478	297,831	5,560	3,824,461	4,015,207	190,746
Human Resources	112,623	32,425	31,722	32,652	37,349	34,829	47,683	34,624	31,910	35,057	2,896	433,770	446,431	12,661
County Auditor	369,944	93,220	98,540	98,853	96,090	97,928	147,244	104,963	104,560	104,393	1,648	1,317,383	1,524,752	207,369
County Clerk	540,523	180,813	169,229	168,280	178,301	170,839	254,675	170,658	169,414	165,271	55,917	2,223,920	2,364,127	140,207
County Judge	190,513	70,010	57,820	56,990	70,934	61,843	81,745	62,151	55,485	56,417	406	764,314	921,974	157,660
Risk Management	68,238	19,859	19,566	19,556	20,043	19,628	29,200	19,652	19,807	20,854	455	256,858	258,592	1,734
County Treasurer	99,336	29,620	29,932	30,020	30,392	29,967	43,322	31,583	28,947	29,943	1,427	384,489	395,842	11,353
Printing Department	33,883	8,490	11,221	9,457	13,496	10,687	14,481	10,038	7,549	31,754	6,984	158,040	171,275	13,235
Purchasing Department	143,176	42,899	45,392	40,902	41,435	40,794	63,545	40,929	43,688	40,197	9,248	552,205	573,359	21,154
General Services	2,735,606	670,853	1,374,017	777,407	757,809	567,809	621,077	679,274	576,904	1,173,968	19,539	9,954,263	10,580,229	635,966
MIS	584,857	152,796	139,867	147,034	143,994	167,779	221,808	150,590	159,160	152,340	19,550	2,039,775	2,180,603	140,828
Voter's Registration	72,687	3,362	8,740	5,348	8,362	6,741	9,914	6,728	6,760	11,025	4,026	143,693	158,956	15,263
Elections	231,498	42,766	50,357	144,611	43,904	30,200	90,838	27,492	(13,397)	32,002	50,882	731,153	840,254	109,101
District Attorney	1,688,120	514,307	485,433	498,552	501,476	498,391	746,925	505,539	521,097	491,944	12,262	6,464,046	6,894,201	430,155
District Clerk	497,368	148,207	147,639	144,795	157,875	152,235	225,544	153,046	153,648	153,207	9,757	1,943,321	1,956,148	12,827
Criminal Dist. Court	319,600	113,417	103,324	121,776	100,963	112,494	146,155	134,786	108,630	133,617	269	1,395,031	1,530,482	135,451
58th Dist. Court	73,697	21,581	21,397	21,253	21,420	21,572	31,838	21,804	22,356	18,670	761	276,349	305,645	29,296
60th Dist. Court	77,767	22,878	22,859	22,854	23,210	23,069	33,879	23,491	24,055	23,658	494	298,214	302,717	4,503
136th Dist. Court	81,242	23,128	22,554	21,499	16,488	21,966	34,405	23,050	23,640	22,396	650	291,018	308,347	17,329
172nd Dist. Court	74,651	21,721	21,650	20,164	20,897	20,912	32,131	21,448	22,455	22,513	67	278,609	306,186	27,577
252nd Dist. Court	233,119	82,916	79,648	76,010	103,775	102,229	97,709	100,595	108,467	108,733	2,421	1,095,622	1,160,612	64,990
279th Dist. Court	95,757	27,904	38,347	32,993	45,459	28,732	38,660	29,662	31,907	42,362	-	411,783	421,909	10,126
317th Dist. Court	192,039	44,221	56,206	60,879	56,828	67,847	70,880	64,887	60,915	55,913	297	730,912	808,245	77,333
J.P. Pct. 1 P1 1	943,388	28,328	27,721	28,230	29,112	28,486	42,452	28,396	29,384	28,828	523	365,848	382,394	16,546
J.P. Pct. 1 P1 2	93,684	25,121	24,763	24,639	26,896	26,217	38,717	26,634	27,439	28,268	368	342,746	381,038	38,292
J.P. Pct. 2	75,897	23,418	22,376	23,339	21,363	21,348	30,789	23,331	22,187	22,075	513	286,636	354,110	67,474
J.P. Pct. 4	91,079	27,367	27,796	27,201	27,813	27,192	41,302	27,703	27,350	27,847	-	352,650	375,490	22,840
J.P. Pct. 6	93,172	27,068	27,457	27,220	27,275	32,511	41,191	27,392	29,667	28,242	646	361,841	389,111	27,270
J.P. Pct. 7	89,627	25,925	25,834	25,411	25,007	25,519	42,490	27,802	28,203	27,081	-	342,899	379,034	36,135
J.P. Pct. 8	88,785	25,907	25,694	27,205	26,460	26,124	37,529	25,732	25,681	26,054	231	335,402	372,025	36,623
Cnty. Court at Law 1	123,338	36,583	36,612	36,457	37,125	37,270	54,600	36,561	38,360	37,541	150	474,597	486,260	11,663
Cnty. Court at Law 2	150,764	43,711	43,004	44,980	39,860	43,672	62,240	44,195	47,022	44,811	1,533	565,792	631,471	65,679
Cnty. Court at Law 3	183,404	54,479	54,771	53,318	54,319	54,585	80,769	55,627	55,384	56,432	2,049	705,137	736,035	30,898
Court Master	137,834	47,020	37,026	29,098	29,012	28,948	43,658	33,323	32,087	33,311	-	451,317	643,372	192,055

Statement of Expenditures - Compared With Budget Allocation
For The Month Ending September 30, 2018 (Unadjusted)

	October 2017												Annual Budget	Unencumbered Balance
	December	January	February	March	April	May	June	July	August	September	Encumbrances	Cumulative Total		
Dispute Resolution	\$ 55,554	\$ 20,161	\$ 15,489	\$ 16,823	\$ 15,615	\$ 16,446	\$ 24,429	\$ 15,713	\$ 16,608	\$ 20,037	\$ 2,910	\$ 219,885	\$ 266,260	\$ 46,375
Alternative School	107,722	31,490	31,490	31,980	31,490	31,498	46,119	31,498	31,502	31,506	4,702	410,997	413,246	2,249
Comm. Supervision	995	435	435	6,280	6,358	358	358	358	280	2,132	-	17,989	19,082	1,093
Sheriff's Dept.	3,515,913	1,029,840	994,051	988,554	997,554	959,581	1,409,126	1,005,199	961,412	993,149	191,241	13,045,620	13,887,696	842,076
Crime Lab	293,571	82,078	91,954	99,171	94,401	94,614	162,064	107,891	103,171	99,786	11,102	1,239,803	1,434,162	194,359
Jail	6,391,809	2,589,434	1,745,557	2,257,506	2,002,776	2,048,047	2,695,980	2,166,415	1,964,995	2,004,562	530,567	26,447,648	28,470,933	2,023,285
Juvenile Probation	326,561	100,220	99,410	95,098	99,108	101,917	155,970	102,184	102,638	88,480	956	1,272,542	1,651,152	378,610
Juvenile Detention	467,989	145,578	143,526	151,742	146,198	139,061	193,749	142,514	144,445	140,776	42,692	1,858,270	2,169,233	310,963
Constable Pct. 1	191,028	53,566	53,680	63,092	58,105	56,444	80,724	55,429	56,410	50,150	1,546	720,174	779,226	59,052
Constable Pct. 2	115,680	33,607	33,789	33,874	34,281	34,286	50,088	34,905	35,956	59,776	34,168	500,410	526,423	26,013
Constable Pct. 4	116,425	31,794	31,918	31,998	35,070	64,373	48,255	33,567	32,465	32,594	23	458,482	497,948	39,466
Constable Pct. 6	142,472	39,574	38,829	39,264	39,989	41,392	57,704	40,817	42,278	45,825	31,162	559,306	602,602	43,296
Constable Pct. 7	109,980	32,947	33,060	33,980	33,415	34,991	48,834	32,410	35,171	32,919	133	427,840	448,389	20,549
Constable Pct. 8	115,592	33,943	33,868	33,854	34,344	33,971	50,382	34,921	35,594	33,799	29,815	470,083	491,637	21,554
County Morgue	118,531	66,718	99,900	38,450	73,170	64,204	58,770	73,753	83,475	59,567	387	735,925	785,000	49,075
Agriculture Ext.	83,711	23,386	22,362	23,740	23,873	25,979	36,603	24,605	24,472	25,597	1,560	315,888	424,338	108,450
Public Health # 1	304,659	85,920	87,917	84,988	95,154	94,540	131,718	97,138	97,792	94,148	6,992	1,180,966	1,290,638	109,672
Public Health # 2	296,468	82,680	85,260	86,698	95,571	94,100	119,991	90,998	96,762	90,582	5,212	1,144,322	1,282,065	137,743
Nurse Practitioner	78,169	25,953	24,546	21,537	24,540	22,404	31,879	26,115	22,996	23,334	9,054	310,527	316,395	5,868
Child Welfare	32,593	1,898	3,756	1,288	20,913	5,343	9,534	7,529	13,065	4,714	-	100,633	120,000	19,367
Env. Control	96,650	48,194	29,205	28,890	30,387	29,259	43,266	29,553	29,813	29,809	190	395,216	422,187	26,971
Ind. Medical Svcs.	224,935	1,887,837	81,176	98,239	64,926	125,195	96,092	119,753	103,658	1,903,257	41,498	4,746,566	4,907,433	160,867
Emergency Mgmt.	59,913	17,459	17,456	17,599	17,450	17,599	26,130	17,097	14,013	14,466	-	219,182	243,887	24,705
Beaumont Maintenance	432,752	214,979	202,439	232,556	331,476	255,414	158,666	300,190	171,390	237,110	60,407	2,597,379	2,965,471	368,092
Port Arthur Maint.	166,151	49,430	46,784	48,548	56,422	48,368	71,116	58,938	54,282	59,049	13,411	672,499	742,916	70,417
Mid-County Maint.	40,055	15,153	16,102	13,741	15,613	13,297	15,739	11,657	12,318	15,360	13,060	182,095	224,218	42,123
Service Center	218,620	79,230	90,993	77,784	88,512	103,032	89,070	94,819	83,401	94,187	91,287	1,110,935	1,149,127	38,192
Veteran Service	78,647	23,353	23,552	23,066	24,080	23,304	34,328	23,944	23,619	23,943	291	302,127	306,653	4,526
Mosquito Control	415,901	82,120	299,774	86,304	104,440	114,569	162,469	188,380	209,261	187,741	129,061	1,980,020	2,260,280	280,260
Tobacco Settlement	100,000	-	-	-	-	-	-	-	-	-	-	100,000	100,000	-
Debt Service Funds	500	636,094	-	-	-	-	500	4,272,129	-	-	-	4,909,223	4,909,258	35
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	1,421	1,421
Total	\$ 27,308,131	\$ 11,550,487	\$ 8,722,490	\$ 8,452,785	\$ 8,514,322	\$ 8,163,060	\$ 11,081,892	\$ 12,918,444	\$ 8,095,943	\$ 10,761,764	\$ 1,924,436	\$ 117,493,754	\$ 127,194,566	\$ 9,700,812

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending September 30, 2018 (Unadjusted)

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

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending September 30, 2018 (Unadjusted)

Fund		Transfers In	Transfers Out
112	Road & Bridge Pct 2	-	33,000 (a)
114	Road & Bridge Pct 4	-	104,271 (a)
120	General Fund	-	2,371,779 (a)
120	General Fund	-	529,503 (b)
210	Security Fee Fund	560,000 (a)	-
225	Juvenile Probation & Detention Fund	71,340 (b)	-
231	Women's Center	10,657 (a)	-
233	Mentally Impaired Offenders	893 (a)	-
237	Community Corrections Program	-	32,995 (a)
239	Drug Diversion Program	21,445 (a)	-
241	Sheriff Department Grants	6,681 (b)	-
245	Crime Victim's Clearing	253,476 (b)	-
248	Crime Victim's Clearing	757 (b)	-
257	Auto Theft Grant	39,377 (b)	-
263	VAWA Fund	4,569 (b)	-
265	Check Water & Sewer Phase 5	12,300 (b)	-
282	VAWA Fund	85,156 (b)	-
311	Capital Projects Fund	137,271 (a)	-
311	Capital Projects Fund	-	363,282 (c)
314	Coastal Restoration Project	363,282 (c)	-
550	SETEC Fund	1,802,338 (a)	-
741	Sheriff Forfeiture Fund	-	5,859 (b)
865	Marine Division	-	68,316 (b)
880	2015 Port Security Grant	44,762 (b)	-
881	2016 Port Security Grant	65,288 (b)	-
882	2017 Port Security Grant	29,413 (b)	-
		<u>\$3,509,005</u>	<u>\$3,509,005</u>

(a) Budgeted Transfer

(b) Grant Match

(c) New Program

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter - September 30, 2018

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	379.02	\$ 8,890.96
Road & Bridge # 2	507.95	12,706.59
Road & Bridge # 3	358.95	8,468.45
Road & Bridge # 4	25.87	554.87
Engineering	79.52	2,318.28
Tax Assessor/Collector	308.80	6,403.47
Human Resources	16.25	343.69
County Auditor	106.14	3,240.12
County Clerk	259.62	5,527.52
County Judge	72.63	1,884.17
Treasurer	0.01	0.10
Printing	0.55	13.55
Purchasing Department	8.75	184.55
MIS	408.98	12,022.62
Voter Registration	17.38	463.78
Elections Department	43.96	897.04
District Attorney	0.08	1.72
District Clerk	644.88	12,698.14
Criminal District Court	65.01	1,675.00
58th District Court	1.62	41.87
172nd District Court	-	-
252nd District Court	62.38	2,261.81
279th District Court	0.01	0.13
Justice of Peace Pct. 1 Pl. 1	73.87	1,843.54
Justice of Peace Pct. 1 Pl. 2	-	-
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	0.01	0.12
Justice of Peace Pct. 6	3.63	86.59
Justice of Peace Pct. 7	50.63	1,262.72
Justice of Peace Pct. 8	-	-
County Court at Law #2	91.75	2,573.43
Court Master	11.87	243.09
Dispute Resolution Center	99.13	1,778.21
Alternative School	112.00	3,578.65
Sheriff's Department	12,057.41	399,909.12
Crime Lab	195.48	7,341.69
Correctional Facility	10,018.92	252,864.09
Juvenile Probation	154.28	3,312.96
Juvenile Detention Home	316.12	6,068.72
Constable Pct. 1	414.13	14,171.76

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter - September 30, 2018

Department	Cumulative Hours	Current Liability
Constable Pct. 2	85.50	\$ 3,345.53
Constable Pct. 4	87.25	3,355.58
Constable Pct. 6	57.21	1,862.34
Constable Pct. 7	37.29	1,261.88
Constable Pct. 8	24.00	492.56
Public Health No. 1	100.81	1,775.74
Public Health No. 2	126.64	2,320.91
Environmental Control	-	-
Indigent Health	-	-
Emergency Management	6.50	191.28
Mosquito Control	589.37	13,391.96
Maintenance - Beaumont	269.13	5,169.63
Maintenance - Port Arthur	159.00	2,965.78
Maintenance- Mid County	-	-
Service Center	35.00	843.90
Veterans' Services Office	0.62	14.80
Airport	916.43	18,175.55
Visitors' Center	30.80	452.64
Grant A Basic Probation	108.38	1,946.42
Grant A Mental Health Service	49.25	1,345.80
Grant A Community Programs	60.20	1,130.72
Grant A Pre and Post Ajudication	-	-
Misdemeanor Pre-Trial	-	-
Community Supervision	429.55	10,038.20
Women's Center	574.41	8,528.19
Adult Surveillance Program	-	-
Community Corrections	19.01	337.73
High Need Program	15.37	322.84
TJPC Grant Contract M	3.75	66.67
Drug Diversion	63.50	1,236.56
Juvenile Probation and Detention	79.63	1,026.91
Mentally Impaired Offender	-	-
Auto Theft	30.75	1,114.26
Sheriff Mental Health Liason	6.00	166.55
ASAP	301.27	8,513.90
Marine Division	3,507.99	114,208.92
Courthouse Security	207.50	6,689.61
Total	34,949.70	\$ 987,926.48
Comp-Time Liability at 9/30/17	31,653.80	\$870,113.95

PGM: GMCOMMV2	DATE 10-29-2018	PAGE: 1 89
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	166.25	452323
DAWN DONUTS	45.50	452441
		211.75**
ROAD & BRIDGE PCT.#1		
SOUTHERN COMPUTER WAREHOUSE	142.76	452243
AT&T	67.32	452311
KNIFE RIVER	1,115.92	452388
		1,326.00**
ROAD & BRIDGE PCT.#2		
SPIDLE & SPIDLE	3,263.28	452238
MUNRO'S	40.00	452288
SMART'S TRUCK & TRAILER, INC.	158.35	452307
HOWARD'S AUTO SUPPLY	1,466.48	452336
DEPARTMENT OF INFORMATION RESOURCES	.01	452340
TEXAS CONFERENCE OF URBAN COUNTIES	425.00	452368
ACT PIPE AND SUPPLY	1,315.60	452397
MEMBER'S BUILDING MAINTENANCE LLC	149.50	452420
MARTIN MARIETTA MATERIALS	245.10	452438
IMAGE 360 BEAUMONT	136.02	452469
		7,199.34**
ROAD & BRIDGE PCT. # 3		
AUDILET TRACTOR SALES	957.93	452245
BEAUMONT TRACTOR COMPANY	336.88	452246
ENTERGY	989.40	452266
LOUIS' YAZOO SALES & SERVICE, LLC	199.95	452282
MUNRO'S	23.40	452288
OFFICE DEPOT	28.19	452291
STRATTON INC.	94.42	452328
DEPARTMENT OF INFORMATION RESOURCES	.09	452340
WESTEND HARDWARD CO	8.36	452363
FIRST CALL	288.28	452369
BILL WILLIAMS	200.00	452387
C & I OIL COMPANY INC	5,281.91	452398
NORTHERN TOOL AND EQUIPMENT	127.97	452410
ON TIME TIRE	216.00	452412
GCR TIRES & SERVICE	230.50	452426
SHOPPA'S FARM SUPPLY	737.24	452428
		9,720.52**
ROAD & BRIDGE PCT.#4		
BEAUMONT TRACTOR COMPANY	217.54	452246
MUNRO'S	65.58	452288
OIL CITY TRACTORS, INC.	104.46	452292
PHILPOTT MOTORS, INC.	290.42	452296
SMART'S TRUCK & TRAILER, INC.	32.82	452307
SOUTHEAST TEXAS WATER	22.85	452309
TRIANGLE AIR CARE, INC.	1,108.00	452322
UNITED STATES POSTAL SERVICE	19.30	452357
HLAVINKA EQUIPMENT COMPANY	600.77	452389
SOUTHEAST TEXAS PARTS AND EQUIPMENT	111.84	452422
GCR TIRES & SERVICE	588.74	452426
HR DIRECT	67.75	452443
		3,230.07**
ENGINEERING FUND		
ESRI - ENVIRONMENTAL SYSTEMS	2,015.00	452236
UNITED STATES POSTAL SERVICE	.47	452357
		2,015.47**
PARKS & RECREATION		
JIFFY TROPHIES	51.00	452277
SPRINT WASTE SERVICES LP	460.80	452423
		511.80**
GENERAL FUND		
TAX OFFICE		
CURTIS 1000, INC.	497.01	452256

PGM: GMCOMMV2	DATE 10-29-2018	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
OFFICE DEPOT	1,645.89	452291
PITNEY BOWES, INC.	551.00	452297
ACE IMAGEWEAR	21.22	452306
DEPARTMENT OF INFORMATION RESOURCES	.02	452340
UNITED STATES POSTAL SERVICE	369.46	452357
ROCHESTER ARMORED CAR CO INC	378.40	452406
CINTAS CORPORATION	98.50	452445
		3,561.50*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	1.63	452357
		1.63*
AUDITOR'S OFFICE		
UNITED STATES POSTAL SERVICE	14.42	452357
		14.42*
COUNTY CLERK		
KIRKSEY'S SPRINT PRINTING	206.32	452280
OFFICE DEPOT	17.68	452291
UNITED STATES POSTAL SERVICE	251.25	452357
		475.25*
COUNTY JUDGE		
CHEROKEE COUNTY CLERK	2,308.00	452255
BEAUMONT ENTERPRISE	319.80	452258
CATHERINE BRUNEY	500.00	452269
KEVIN PAULA SEKALY PC	1,000.00	452304
UNITED STATES POSTAL SERVICE	4.34	452357
ROCKY LAWDERMILK	1,600.00	452367
HARVEY L WARREN III	2,500.00	452403
COURTNEY DAVIS	500.00	452409
JOSHUA C HEINZ	500.00	452414
LAW OFFICE OF J SCOTT FREDERICK	500.00	452435
JAN GIROUARD & ASSOCIATES LLC	400.00	452444
		10,132.14*
RISK MANAGEMENT		
OFFICE DEPOT	120.33	452291
UNITED STATES POSTAL SERVICE	18.29	452357
		138.62*
COUNTY TREASURER		
UNITED STATES POSTAL SERVICE	244.71	452357
		244.71*
PURCHASING DEPARTMENT		
BEAUMONT ENTERPRISE	106.20	452259
THE EXAMINER	1,980.00	452261
UNITED STATES POSTAL SERVICE	156.88	452357
CINTAS CORPORATION	87.94	452445
		2,331.02*
GENERAL SERVICES		
CASH ADVANCE ACCOUNT	140.00	452276
SPINDLETOP MHMR	33,650.58	452281
OLMSTED-KIRK PAPER	300.00	452293
TIME WARNER COMMUNICATIONS	612.33	452313
TEXAS WORKFORCE COMMISSION	8,594.60	452320
ADVANCED STAFFING	91.00	452334
IEA - INSPIRE, ENCOURAGE, ACHIEVE	160,000.00	452355
ALLISON, BASS & ASSOCIATES, LLP	3,056.50	452372
CROWN CASTLE INTERNATIONAL	1,544.91	452374
ROCHESTER ARMORED CAR CO INC	4,005.34	452406
		211,995.26*
DATA PROCESSING		
OFFICE DEPOT	140.75	452291
VERIZON WIRELESS	75.98	452354
		216.73*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	296.31	452357

PGM: GMCOMMV2	DATE 10-29-2018	PAGE: 3 91 TOTAL
NAME	AMOUNT	CHECK NO.
ACCESS IMAGING SOLUTIONS	10,271.00	452399
AMG PRINTING & MAILING LLC	1,242.75	452460
		11,810.06*
ELECTIONS DEPARTMENT		
OFFICE DEPOT	353.35	452291
DEPARTMENT OF INFORMATION RESOURCES	.03	452340
UNITED STATES POSTAL SERVICE	395.73	452357
		749.11*
DISTRICT ATTORNEY		
JERRY HOLMES	487.00	452268
KIRKSEY'S SPRINT PRINTING	25.95	452280
OFFICE DEPOT	1,142.62	452291
UNITED STATES POSTAL SERVICE	330.64	452357
MCM ELEGANTE HOTEL	324.30	452384
MARCELO MOLFINO	115.67	452446
		2,426.18*
DISTRICT CLERK		
SOUTHERN COMPUTER WAREHOUSE	1,278.94	452243
CASH ADVANCE ACCOUNT	472.47	452276
KIRKSEY'S SPRINT PRINTING	610.94	452280
OFFICE DEPOT	277.68	452291
UNITED STATES POSTAL SERVICE	266.28	452357
		2,906.31*
CRIMINAL DISTRICT COURT		
OFFICE DEPOT	67.71	452291
UNITED STATES POSTAL SERVICE	14.28	452357
KIMBERLY R. BROUSSARD	1,270.70	452395
		1,352.69*
58TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	.82	452357
		.82*
60TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	4.90	452357
		4.90*
252ND DISTRICT COURT		
THOMAS J. BURBANK PC	4,560.93	452248
NATHAN REYNOLDS, JR.	1,462.50	452301
TEXAS CENTER FOR JUDICIARY	55.00	452318
UNITED STATES POSTAL SERVICE	64.16	452357
THOMSON REUTERS-WEST	191.84	452418
THOMAS WILLIAM KELLEY	2,805.00	452450
PATRICK F MCCANN	44,580.00	452474
		53,719.43*
279TH DISTRICT COURT		
BRITTANIE HOLMES	100.00	452415
		100.00*
317TH DISTRICT COURT		
PHILLIP DOWDEN	950.00	452241
THOMAS J. BURBANK PC	325.00	452248
A. MARK FAGGARD	325.00	452262
MARVA PROVO	1,050.00	452299
ANITA F. PROVO	1,750.00	452300
NATHAN REYNOLDS, JR.	300.00	452301
KEVIN PAULA SEKALY PC	325.00	452304
GLEN M. CROCKER	875.00	452362
JOEL WEBB VAZQUEZ	450.00	452378
JUDY PAASCH	2,465.42	452381
TONYA CONNELL TOUPS	1,500.00	452390
ALLEN PARKER	150.00	452402
BRITTANIE HOLMES	225.00	452415
WILLIAM FORD DISHMAN	575.00	452421
TARA SHELANDER	225.00	452425
MELANIE AIREY	225.00	452434
GORDON D FRIESZ	500.00	452439

PGM: GMCOMMV2	DATE 10-29-2018	AMOUNT	CHECK NO.	PAGE: 4 92 TOTAL
NAME				
WRIGHT PITRE & FREIMUTH PLLC	500.00	452473		
JUSTICE COURT-PCT 1 PL 1				12,715.42*
UNITED STATES POSTAL SERVICE	30.40	452357		
JUSTICE COURT-PCT 1 PL 2				30.40*
UNITED STATES POSTAL SERVICE	2.05	452357		
JUSTICE COURT-PCT 2				2.05*
OFFICE DEPOT	215.88	452291		
JUSTICE COURT-PCT 4				215.88*
POSTMASTER	1,020.00	452298		
DEPARTMENT OF INFORMATION RESOURCES	.42	452340		
JUSTICE COURT-PCT 6				1,020.42*
UNITED STATES POSTAL SERVICE	52.58	452357		
SIERRA SPRING WATER CO. - BT	37.10	452359		
JUSTICE COURT-PCT 7				89.68*
BEAUMONT ENTERPRISE	107.12	452260		
AT&T	32.53	452311		
DEPARTMENT OF INFORMATION RESOURCES	.10	452340		
JUSTICE OF PEACE PCT. 8				139.75*
OFFICE DEPOT	239.06	452291		
COUNTY COURT AT LAW NO.1				239.06*
UNITED STATES POSTAL SERVICE	2.86	452357		
SIERRA SPRING WATER CO. - BT	72.61	452360		
COUNTY COURT AT LAW NO. 2				75.47*
THOMAS J. BURBANK PC	637.50	452248		
CASH ADVANCE ACCOUNT	1,180.18	452276		
UNITED STATES POSTAL SERVICE	28.21	452357		
JOEL WEBB VAZQUEZ	250.00	452379		
COUNTY COURT AT LAW NO. 3				2,095.89*
THOMAS J. BURBANK PC	250.00	452248		
CASH ADVANCE ACCOUNT	2,046.44	452276		
NATHAN REYNOLDS, JR.	2,037.50	452301		
UNITED STATES POSTAL SERVICE	15.10	452357		
BRITTANIE HOLMES	250.00	452415		
TURK LAW FIRM	300.00	452416		
COURT MASTER				4,899.04*
SOUTHERN COMPUTER WAREHOUSE	202.08	452243		
MEDIATION CENTER				202.08*
OFFICE DEPOT	227.21	452291		
UNITED STATES POSTAL SERVICE	4.90	452357		
KARA HAWTHORN	549.12	452407		
TEXAS MEDIATOR CREDENTIALING ASSOC	150.00	452429		
TEXAS MEDIATOR CREDENTIALING ASSOC	150.00	452430		
SHERIFF'S DEPARTMENT				1,081.23*
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,105.00	452272		
DEPARTMENT OF INFORMATION RESOURCES	537.57	452340		
UNITED STATES POSTAL SERVICE	1,127.26	452357		
LOWE'S HOME CENTERS, INC.	2,021.69	452366		

PGM: GMCOMMV2	DATE 10-29-2018	PAGE: 5 93 TOTAL
NAME	AMOUNT	CHECK NO.
INTERNATIONAL TRUCKS OF HOUSTON	881.00	452393
GOLD COAST ARMORY LLC	25,038.02	452431
VIGILANT SOLUTIONS	13,700.00	452452
THE MONOGRAM SHOP	452.50	452457
CRIME LABORATORY		44,863.04*
CASH ADVANCE ACCOUNT	580.20	452276
AIRGAS SOUTHWEST	136.69	452392
STERICYCLE, INC	1,713.23	452468
JAIL - NO. 2		2,430.12*
CITY OF BEAUMONT - WATER DEPT.	14,018.02	452251
TEXAS COMMISSION ON JAIL STANDARDS	25.00	452319
COKER DOORS & MOLDING CO.	1,692.50	452333
DEPARTMENT OF INFORMATION RESOURCES	1.53	452340
PORTER-STRAIT INSTRUMENT CO., INC.	7,724.00	452383
GALLS LLC	403.88	452437
CORRHEALTH LLC	78,900.85	452465
JUVENILE PROBATION DEPT.		102,765.78*
FED EX	28.59	452263
OFFICE DEPOT	173.48	452291
VERIZON WIRELESS	51.89	452354
UNITED STATES POSTAL SERVICE	3.64	452357
NISHA AMIN	703.00	452391
JUVENILE DETENTION HOME		960.60*
AMERICAN RED CROSS, INC.	140.00	452242
CITY OF BEAUMONT - WATER DEPT.	2,603.20	452251
EPS	499.92	452257
FLOWERS FOODS	170.36	452376
BEN E KEITH FOODS	3,006.47	452377
SOUTHERN FOLGER DETENTION EQUIPMENT	11,454.00	452394
ATTABOY TERMITE & PEST CONTROL	80.00	452400
CONSTABLE PCT 1		17,953.95*
KIRKSEY'S SPRINT PRINTING	19.25	452280
OFFICE DEPOT	195.90	452291
CDW COMPUTER CENTERS, INC.	61.86	452337
VERIZON WIRELESS	227.94	452354
UNITED STATES POSTAL SERVICE	51.36	452357
TND WORKWEAR CO LLC	1,517.00	452455
CONSTABLE-PCT 2		2,073.31*
VERIZON WIRELESS	113.97	452354
CONSTABLE-PCT 4		113.97*
VERIZON WIRELESS	113.97	452354
CONSTABLE-PCT 6		113.97*
OFFICE DEPOT	99.99	452291
SOLAR SPECIALTIES	160.00	452308
VERIZON WIRELESS	113.97	452354
UNITED STATES POSTAL SERVICE	17.34	452357
LAKE COUNTRY CHEVROLET, INC.	29,997.58	452471
CONSTABLE PCT. 7		30,188.90*
CARPENTER'S TIME CENTER INC.	626.00	452249
COCOMO JOE'S	37.50	452254
OFFICE DEPOT	193.77	452291
TEXAS STATE UNIVERSITY SAN MARS	600.00	452310
AT&T	32.51	452311
DEPARTMENT OF INFORMATION RESOURCES	.03	452340
VERIZON WIRELESS	113.97	452354
CONSTABLE PCT. 8		1,603.78*

PGM: GMCOMMV2	DATE 10-29-2018		PAGE: 6 94
NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	117.13	452291	
ORANGE COUNTY ASSOCIATION FOR	350.00	452331	
VERIZON WIRELESS	113.97	452354	
			581.10*
COUNTY MORGUE			
L&W SUPPLY CORPORATION	368.32	452467	
			368.32*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	452240	
CLAYBAR FUNERAL HOME, INC.	999.00	452252	
ENTERGY	70.00	452267	
PETTY CASH - N C WELFARE	150.25	452295	
AUSTIN CECIL WALKES MD PA	3,245.08	452327	
UNITED STATES POSTAL SERVICE	64.79	452357	
JESSICA RAWLINSON	105.00	452375	
PROCTOR'S MORTUARY INC	1,500.00	452404	
JOHNNIE ROBERTS	314.32	452432	
			6,488.44*
HEALTH AND WELFARE NO. 2			
CLAYTON THOMPSON FUNERAL HOME	1,500.00	452253	
GABRIEL FUNERAL HOME, INC.	1,500.00	452265	
OFFICE DEPOT	334.72	452291	
PETTY CASH - N C WELFARE	119.00	452295	
AT&T	32.53	452311	
TIME WARNER COMMUNICATIONS	129.92	452314	
AUSTIN CECIL WALKES MD PA	3,245.08	452327	
MCKESSON MEDICAL-SURGICAL INC	49.32	452339	
JOHNNIE ROBERTS	314.32	452432	
			7,224.89*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	452239	
MCKESSON MEDICAL-SURGICAL INC	4,649.06	452339	
			5,649.06*
CHILD WELFARE UNIT			
J.C. PENNEY'S	1,656.68	452364	
SEARS COMMERICAL CREDIT	458.20	452365	
			2,114.88*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.17	452340	
			.17*
INDIGENT MEDICAL SERVICES			
VECTOR SECURITY	30.00	452459	
TDS OPERATING INC	77.40	452464	
			107.40*
MAINTENANCE-BEAUMONT			
BINSWANGER GLASS CO.	349.50	452247	
CERTIFIED LABORATORIES	169.85	452250	
CITY OF BEAUMONT - WATER DEPT.	10,984.19	452251	
ENTERGY	46,258.51	452266	
M&D SUPPLY	63.30	452283	
SANITARY SUPPLY, INC.	982.97	452303	
ACE IMAGEWEAR	172.52	452306	
AT&T	5,592.16	452311	
TIME WARNER COMMUNICATIONS	22.24	452317	
DEPARTMENT OF INFORMATION RESOURCES	624.51	452340	
OTIS ELEVATOR COMPANY	2,808.46	452373	
BELT SOURCE	114.65	452385	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	452420	
ADVANTAGE INTEREST INC	3,982.00	452461	
			94,812.62*
MAINTENANCE-PORT ARTHUR			
AT&T	61.92	452311	
DEPARTMENT OF INFORMATION RESOURCES	.39	452340	
			62.31*
MAINTENANCE-MID COUNTY			

PGM: GMCOMMV2	DATE 10-29-2018	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
RITTER @ HOME	147.10	452302
SETZER HARDWARE, INC.	111.58	452305
ACE IMAGEWEAR	106.13	452306
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	452420
BOSCO INDUSTRIES	993.00	452449
		3,283.33*
SERVICE CENTER		
SPIDLE & SPIDLE	20,013.40	452238
CLASSIC TINT	60.00	452244
J.K. CHEVROLET CO.	907.81	452271
KINSEL FORD, INC.	52.44	452279
M&D SUPPLY	473.75	452283
MUNRO'S	92.40	452288
OVERHEAD DOOR CO.	212.00	452294
PHILPOTT MOTORS, INC.	198.90	452296
JEFFERSON CTY. TAX OFFICE	7.50	452342
JEFFERSON CTY. TAX OFFICE	7.50	452343
JEFFERSON CTY. TAX OFFICE	7.50	452344
JEFFERSON CTY. TAX OFFICE	7.50	452345
JEFFERSON CTY. TAX OFFICE	7.50	452346
JEFFERSON CTY. TAX OFFICE	7.50	452347
JEFFERSON CTY. TAX OFFICE	7.50	452348
JEFFERSON CTY. TAX OFFICE	7.50	452349
JEFFERSON CTY. TAX OFFICE	7.50	452350
JEFFERSON CTY. TAX OFFICE	7.50	452351
JEFFERSON CTY. TAX OFFICE	7.50	452352
JEFFERSON CTY. TAX OFFICE	7.50	452353
BUMPER TO BUMPER	998.76	452380
AMERICAN TIRE DISTRIBUTORS	1,118.86	452396
MIGHTY OF SOUTHEAST TEXAS	162.62	452408
SOUTHEAST TEXAS PARTS AND EQUIPMENT	389.64	452422
DENNIS LOWE	297.35	452447
SNAP ON TOOLS	302.95	452451
		25,370.88*
VETERANS SERVICE		
HILARY GUEST	200.34	452370
		200.34*
		674,318.31**
MOSQUITO CONTROL FUND		
JACK BROOKS REGIONAL AIRPORT	1,348.07	452274
GREG MARCINIAK	355.78	452285
MUNRO'S	44.45	452288
SETZER HARDWARE, INC.	19.14	452305
UNITED PARCEL SERVICE	12.52	452324
DEPARTMENT OF INFORMATION RESOURCES	.06	452340
SALADIN PUMP & EQUIPMENT	444.93	452472
		2,224.95**
TOBACCO SETTLEMENT FUND		
JULIE ROGERS "GIFT OF LIFE" PROGRAM	150,000.00	452386
		150,000.00**
FEMA EMERGENCY		
M&D SUPPLY	30.10	452284
VULCAN MATERIALS CO.	1,123.51	452325
GULF COAST	2,691.15	452454
		3,844.76**
J.C. FAMILY TREATMENT		
JUDY PAASCH	40.00	452381
PATRICIA VELASCO	20.00	452442
		60.00**
SECURITY FEE FUND		
KWP TELECOM LLC	540.00	452440
		540.00**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	6,620.53	452418
		6,620.53**
EMPG GRANT		

PGM: GMCOMMV2	DATE 10-29-2018		PAGE: 8
NAME	AMOUNT	CHECK NO.	TOTAL
TIME WARNER COMMUNICATIONS	100.50	452316	
JUVENILE PROB & DET. FUND			100.50**
ANITA F. PROVO	300.00	452300	
VERIZON WIRELESS	31.42	452354	
GRAYSON COUNTY DEPT OF JUVENILE	10,539.00	452433	
TRUECORE BEHAVIORAL SOLUTIONS LLC	4,869.00	452466	
GRANT A STATE AID			15,739.42**
CASH ADVANCE ACCOUNT	264.75	452276	
HAYS COUNTY	5,910.00	452330	
CORNELL CORRECTIONS OF TEXAS	1,109.48	452424	
GRAYSON COUNTY DEPT OF JUVENILE	4,448.03	452433	
COMMUNITY SUPERVISION FND			11,732.26**
CASH ADVANCE ACCOUNT	616.50	452276	
TIME WARNER COMMUNICATIONS	166.19	452315	
DEPARTMENT OF INFORMATION RESOURCES	.78	452340	
VERIZON WIRELESS	48.96	452354	
UNITED STATES POSTAL SERVICE	64.02	452357	
JEFF. CO. WOMEN'S CENTER			896.45**
AIR COMFORT, INC.	367.50	452237	
ENTERGY	2,024.47	452266	
HYDRO-CLEAN SERVICES, INC.	385.00	452270	
JEFFERSON CTY. WOMEN'S CENTER	12.50	452273	
KAY ELECTRONICS, INC.	159.00	452278	
MARKET BASKET	11.96	452286	
KIM MCKINNEY, LPC, LMFT	150.00	452287	
OFFICE DEPOT	274.07	452291	
SYSCO FOOD SERVICES, INC.	1,272.87	452312	
BURT WALKER PARTNERS, LTD	4,500.00	452326	
DEPARTMENT OF INFORMATION RESOURCES	.05	452340	
VERIZON WIRELESS	15.72	452354	
BEN E KEITH FOODS	1,278.64	452377	
ATTABOY TERMITE & PEST CONTROL	50.00	452400	
MATERA PAPER COMPANY INC	1,244.66	452417	
SOUTHERN SUPPLY	149.60	452448	
STERICYCLE, INC	35.00	452468	
DRUG INTERVENTION COURT			11,931.04**
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	300.00	452275	
LAND MANOR, INC.	1,036.00	452338	
COUNTY RECORDS MANAGEMENT			1,336.00**
TEXAS HISTORICAL FOUNDATION	45.00	452321	
UNITED STATES POSTAL SERVICE	7.66	452357	
J.P. COURTROOM TECH. FUND			52.66**
VERIZON WIRELESS	227.96	452354	
HOTEL OCCUPANCY TAX FUND			227.96**
ENTERGY	1,228.50	452266	
DEPARTMENT OF INFORMATION RESOURCES	11.83	452340	
AIRPORT FUND			1,240.33**
CASH ADVANCE ACCOUNT	462.00	452276	
OFFICE DEPOT	1,508.23	452291	
SANITARY SUPPLY, INC.	635.75	452303	
SMART'S TRUCK & TRAILER, INC.	54.40	452307	
TRI-CITY COFFEE SERVICE	243.30	452323	
WORTH HYDROCHEM	130.00	452329	
SOUTHERN TIRE MART, LLC	473.84	452332	
DEPARTMENT OF INFORMATION RESOURCES	.03	452340	

PGM: GMCOMMV2	DATE 10-29-2018	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
E. SULLIVAN ADVERTISING & DESIGN	13,125.00	452341
VERIZON WIRELESS	37.99	452354
UNIFIRST HOLDINGS INC	160.63	452401
MEMBER'S BUILDING MAINTENANCE LLC	4,340.22	452420
SOUTHEAST TEXAS PARTS AND EQUIPMENT	119.74	452422
EASTERN AVIATION FUELS INC	92,621.81	452427
FRED MILLER'S OUTDOOR EQUIPMENT LLC	809.85	452436
WAUKESHA-PEARCE INDUSTRIES LLC	293.69	452458
F&W ELECTRICAL CONTRACTORS, INC	5,460.00	452470
		120,476.48**
AIRPORT IMPROVE. GRANTS		
GULF COAST	3,614.84	452453
		3,614.84**
SE TX EMP. BENEFIT POOL		
EXPRESS SCRIPTS INC	73,221.72	452462
UNITEDHEALTHCARE INSURANCE COMPANY	97,969.05	452463
		171,190.77**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	452413
LIABILITY CLAIMS ACCOUNT		1,652.00**
LISA HAYES & ATTORNEY YSIDRA KYLES	30,000.00	452475
		30,000.00**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	10,476.25	452382
		10,476.25**
BAIL BONDING FUND		
KEITH DAY	40,000.00	452358
		40,000.00**
SHERIFF'S FORFEITURE FUND		
GT DISTRIBUTORS, INC.	205.08	452264
CASH ADVANCE ACCOUNT	735.40	452276
ORANGE COUNTY ASSOCIATION FOR	400.00	452331
GALLS LLC	164.00	452437
VIGILANT SOLUTIONS	5,000.00	452452
		6,504.48**
GUARDIANSHIP FEE		
THE MAYO LAW FIRM PLLC	200.00	452456
		200.00**
ORCA - IKE		
MILLENIUUM PRODUCTS INC	43,704.60	452405
		43,704.60**
CNTY & DIST COURT TECH FD		
VERIZON WIRELESS	265.99	452354
		265.99**
DISTRICT CRT RECORDS TECH		
SOUTHERN COMPUTER WAREHOUSE	880.02	452243
WESTERN MICROGRAPHICS & IMAGING	795.00	452411
		1,675.02**
MARINE DIVISION		
SIERRA SPRING WATER CO. - BT	103.09	452361
LOWE'S HOME CENTERS, INC.	2,605.25	452366
PORTER-STRAIT INSTRUMENT CO., INC.	7,912.00	452383
PALMER POWER	20,900.40	452419
GALLS LLC	3,062.00	452437
		34,582.74**
ASAP - CONSTABLE		
MCGRIFF, SEIBELS & WILLIAMS OF TX	23,678.00	452371
		23,678.00**
FY 2017 PORT SECURITY GRT		

NAME

AMOUNT

CHECK NO.

TOTAL

MOTOROLA SOLUTIONS INC

162,078.97

452335

162,078.97**
1,555,180.26***



re:SearchTX Participation Agreement

This Participation Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Tyler and the Texas Office of Court Administration (the "OCA") entered into a certain Master Electronic Filing Agreement dated November 8, 2012 (the "2012 OCA eFile Agreement") whereby Tyler has made available to Texas courts Tyler's electronic filing system;

WHEREAS, under the 2012 OCA eFile Agreement, Tyler agreed to develop a document search/retrieval portal to be made available to Users;

WHEREAS, Tyler has developed such portal, re:SearchTX, as further described herein; and,

WHEREAS, Client wishes to make available certain documents and other data to re:SearchTX.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

1. **"Agreement"** means this Participation Agreement.
2. **"Client"** means _____ County, Texas.
3. **"Documents"** means accepted electronic filings, rulings, opinions, or any other documents that you deem appropriate for access through re:SearchTX.
4. **"Effective Date"** means the date on which your authorized representative signs the Agreement.
5. **"Metadata"** means a set of data that describes and gives information about case records and the Documents.
6. **"re:SearchTX" or "Tyler Software"** means the document search/retrieval portal envisioned by the 2012 OCA eFile Agreement, whereby Users are able to search Metadata stored in the document search/retrieval portal to direct Users to county-stored documents as authorized by the stakeholders owning the records
7. **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
8. **"Users"** means those users permitted to access re:SearchTX as authorized by the OCA.
9. **"we", "us", "our"** and similar terms mean Tyler.
10. **"you"** and similar terms mean Client.

SECTION B – ACCESS and OWNERSHIP

1. **Integrated Method.** We will use our standard APIs to integrate your case management system directly with re:SearchTX, allowing court documents and information to be exchanged between your case

management system and re:SearchTX. The APIs will allow security parameters to be exchanged, preventing unauthorized access to confidential court documents and records through re:SearchTX. Tyler will enable this integration and provide access to Users upon the Client's written notice to proceed.

2. **Portal Access.** We will host and provide re:SearchTX to allow Users to search Metadata stored within re:SearchTX that directs Users to Documents you store outside of re:SearchTX. At no cost to the Client, you will provide us with access to the Documents to the extent necessary for us to perform our obligations under this Agreement.
3. **Ownership.**
 - 3.1. You retain all ownership and intellectual property rights to the Documents and Metadata. Nothing in this Agreement shall be deemed to vest in us any ownership rights in and to your Documents and Metadata; provided, however, you grant us a nonexclusive, perpetual, irrevocable, fully paid, royalty-free, license to the Documents and Metadata, consistent with the contemplated use of re:SearchTX under the 2012 OCA eFile Agreement, including any amendments thereto.
 - 3.2. We reserve all rights not expressly granted to you in this Agreement. We own the title, copyright, and other intellectual property rights in Re:SearchTX.

SECTION C – TERM, TERMINATION and DISPUTE RESOLUTION

1. **Term.** The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in accordance with the term set forth in the 2012 OCA eFile Agreement, including all renewals thereof.
2. **Termination for Cause.** Either party may terminate this Agreement for "Cause"; provided, however, that such party follows the procedures set forth in Section C(3). For purposes of this Section C(2), "Cause" means either: (a) a material breach of this Agreement, which has not been cured within thirty (30) days of the date such party receives written notice of such breach; (b) breach of Confidentiality in Section E(8); or (c) If Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes, or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

No party may terminate this Agreement under this Section 2 until it follows the dispute resolution procedures set forth in Section C(3).

3. **Dispute Resolution.** Subject to applicable law, including but not limited to the Texas Public Information Act, you agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. Except for the Open Meetings Act, all meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of exclusive jurisdiction in Collin County, Texas. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures

SECTION D – INDEMNIFICATION AND LIMITATION OF LIABILITY

1. **Intellectual Property Infringement Indemnification.**

- 1.1 We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section D(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you as well as a commercially reasonable timeframe within which to perform the version upgrade; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement or misappropriation, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing or non-misappropriating; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. **General Indemnification.** We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement, including our violation of laws relating to the protection of non-public information regarding minors, mentally ill individuals, and expunged criminal records. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **Limitation of Liability.** OUR LIABILITY TO YOU FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE CORRECTION OF DEFECTS IN THE PORTAL. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITIES OF SUCH DAMAGE.

SECTION E – GENERAL TERMS

1. **Compliance with Laws.** In providing the services herein, we will comply with all applicable federal, state of Texas, and local laws, ordinances, and regulations.
2. **No Warranty.** You acknowledge that all Documents are received directly from you on an “AS IS” basis, and that we do not edit, and cannot independently verify, the completeness or accuracy of the Documents or Metadata. All Documents retrieved through the re:SearchTX are provided on an “AS IS” basis. Neither party makes any representation or warranty related to the accuracy or completeness of any such Documents and shall have no liability arising from or relating to the same. WE MAKE NO REPRESENTATION OR WARRANTY RELATED TO THE PERFORMANCE OF THE PORTAL, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Except for laws of the State of Texas, neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
4. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
5. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
6. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
7. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

8. **Confidentiality.** Subject to applicable law, including but not limited to the Texas Public Information Act, both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, non-public information regarding minors, mentally ill individuals, and expunged criminal records; and personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

Notwithstanding the foregoing, Tyler understands that Client is a unit of local government and therefore is subject to the Texas Public Information Act. Should Client receive a request from a third party for Confidential Information, it shall promptly notify Tyler of such request in writing, including a copy of such request, and shall thereafter assert any applicable exceptions under said Act to the Texas Attorney General for a ruling on whether the requested information must be released. Client shall not be required to institute litigation to challenge a ruling from the Texas Attorney General that the requested information must be released, however, Client shall not impair Tyler's rights to seek protection of Confidential Information in the manner allowed by applicable law. Nothing herein shall be interpreted to abrogate Client's duties under the Public Information Act.

9. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its rules on conflicts of law. The parties agree that the exclusive venue for any legal proceedings involving this Agreement shall be in Collin County, Texas.
10. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
11. **Expenses for Enforcement.** In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed and delivered this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.:

By:

Name: Sherry Clark
Title: Sr. Corporate Attorney

Date:

Address

for

Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

By:

Name: JEFF BRANICK
Title: COUNTY Judge

Date:

Address for

Notices:

Jefferson COUNTY, TEXAS:

Jefferson County, Texas

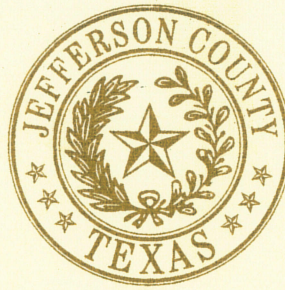
Jefferson County Judge

1149 Pearl St. Fourth Floor

Beaumont, TX 77701

Attention: _____

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

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

October 22, 2018

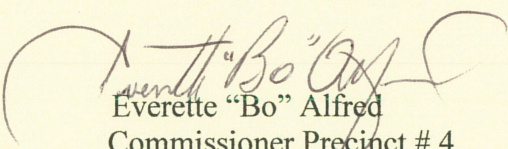
Ms. Loma George
Hon. Jeff Branick's Office

RE: Agenda Item

Please place this item on the Monday, October 29, 2018, Commissioners' Court Agenda.

Receive and file Certificate of Completion for Commissioner Everette Alfred.
Commissioner Alfred has successfully completed the continuing education provisions of
Article 81.0025 of the Texas Local Government Code 2018.

Thank you.



Everette "Bo" Alfred
Commissioner Precinct # 4

Enclosure

EA/nr

COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS
County Commissioner Continuing Education Transcript
Reporting Period: 1/1/ 2018- 12/31/2018

Hon. Everette "Bo" Alfred
Jefferson County Commissioner, Pct.4
PO Box 4025
Beaumont, TX 77704-4025

Term:
1/1/2003 - 12/31/2018

Phone: (409) 835-8443
Fax: (409) 784-5803

01/01/2018	Excess hours carried from prior period	8.00
05/14/2018	North & East Texas County Judges and Commissioners Annual Conference	13.00

Total Hours Earned: 21.00

You have met your 2018 Commissioner Statutory Continuing Education requirement.

You will carry forward 5.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Loma George

From: Brent Weaver <bweaver@co.jefferson.tx.us>
Sent: Tuesday, October 23, 2018 9:17 AM
To: 'Loma George'
Subject: 2018 Commissioner Education Requirement
Attachments: 2018 Weaver - CE Transcript.pdf

Good Morning Loma,

Please place this item on the agenda under County Commissioners for Monday, October 29th. Jefferson County Precinct 2 Commissioner Brent Weaver has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code.

I have attached a copy of my 2018 continuing education transcript for successfully completing the continued education provisions of Article 81.0025 of the Texas Local Government Code.

Thanks, Brent

Brent Weaver

Jefferson County Commissioner

Road & Bridge Precinct 2

7759 Viterbo Road

Beaumont, Texas 77705

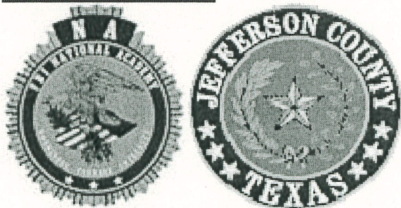
Office (409) 727-2173

Fax (409) 722-1916

<http://co.jefferson.tx.us/prct2/BrentWeaver.htm>

bweaver@co.jefferson.tx.us

Session 229th



**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**
County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2018 - 12/31/2018

Hon. Brent Weaver
Commissioner
Jefferson County
7759 Viterbo Rd Ste 1
Beaumont, TX 77705-9297
Phone: (409) 727-2173
Fax: (409) 722-1916

Term:
1/1/2018 - 12/31/2018

Date	Description	Earned Hours
1/1/2018	Excess hours carried forward from 2017	4.00
1/12/2018	Education and Policy Conference	6.00
5/17/2018	North & East Texas CJCA Annual Conference	7.00
8/31/2018	2018 Legislative Conference	7.50
10/11/2018	96th Annual County Judges & Commissioners Conference	6.00
Total Hours Earned: 30.50		

**You have met your 2018 Commissioner Statutory Continuing Education requirement.
You will carry forward 8.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 10/23/2018

230920

If this report does not agree with your records, please call
Administrative Assistant at (512) 482-0701 or (800) 733-
0699 or cjca@allison-bass.com

Commissioners' Court Order No. 10-U-18Precinct No. 4

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common Carrier Pipeline Within
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date 10-17-18

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 utility or common carrier pipeline for the distribution of
communication line, location of which is fully described as
follows: FIBER OPTIC CABLE ALONG BROOKS RD, APPROXIMATELY
3331 FEET IN LENGTH. SERVICE TO ANOINTED
TABER NACLE CHURCH.
1 pages of drawings attached.

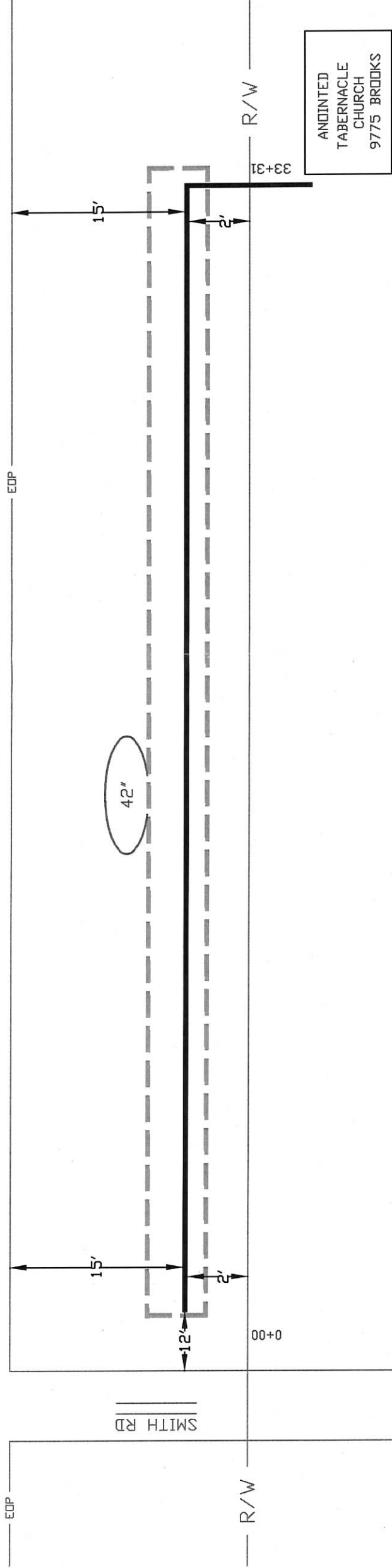
Construction will begin on or after 11-1, 20 18.

It is understood that all work will comply with the requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
2003, and all subsequent revisions thereof to date.

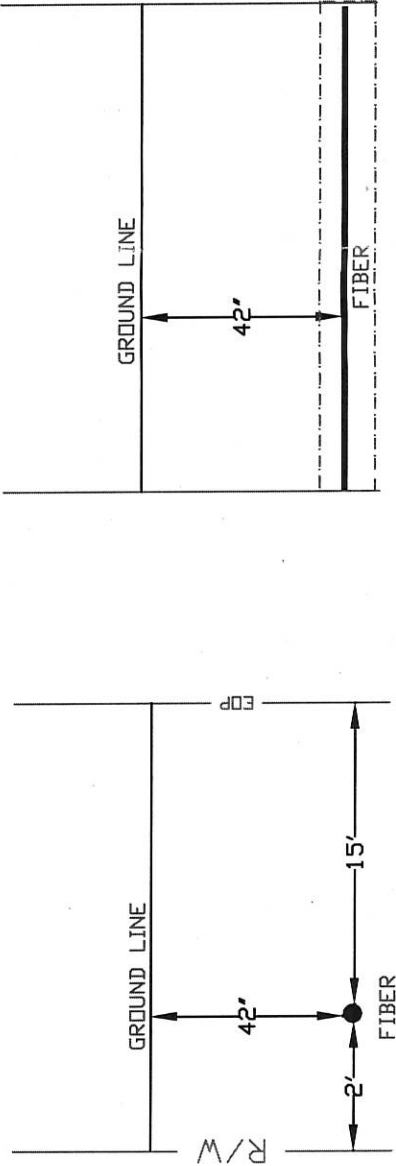
Company AT&TBy Eddie CookTitle Design EngAddress 350 Pine - Suite 650Bmt. Tx 77701Telephone 409-291-9451Fax No. 214-746-2429

JEFFERSON COUNTY PERMIT REQUEST

BROOKS RD



FIBER PROFILE



CONTRACTORS:
THE LOCATIONS OF EXISTING TELEPHONE UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES 48 HOURS PRIOR TO EXCAVATING FOR NON-TELEPHONE UTILITIES LOCATES FOR NON-TELEPHONE UTILITIES CALL 1 800 545-6005

--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL
CIRCUITS
6203
FORWARDED
PERMIT
REQUIRED

N
N
Y

NORTH ARROW

OPERATING RANGE OF JOB STEPS
TASK _____ TO _____
MFRC 845C

TRANSMISSION ZONE
RZ 0 CZ 9 TAPER CODE 336502

CAUTION HIGH VOLTAGE
KV 0.00 AERIAL N BURIED N

HIGHWAY PERMIT NO.

Utility CO
REP NAME
REP TEL NO.
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 A01ERCA

TOT.PRINTS 6 PRINT NO.6
NPA/NNX: 409-866 PRT:409866
EXCH. BEAU
TAX DIST. JE009
GEO LOC. WZ3866
ENGR. EC DRAWNEC
TELEPHONE NO. (409) 924-1495
REC. REF. 375-320-83
MAP REF. NO KEY MAP
SCALE NONE
ISSUE DATE
PROJ TITLE ASE/9775 BROOKS RD
REV. NUMBER
DATE REV.

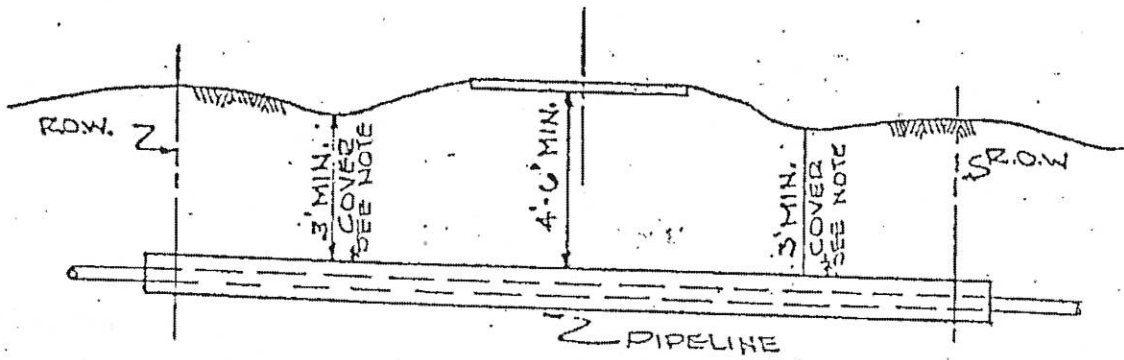
FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

_____ road crossing @ \$100.00 _____	\$ <u>N/A</u>
_____ miles parallel @ \$150.00/mile or fraction _____	\$ <u>N/A</u>
TOTAL _____	\$ <u>N/A</u>

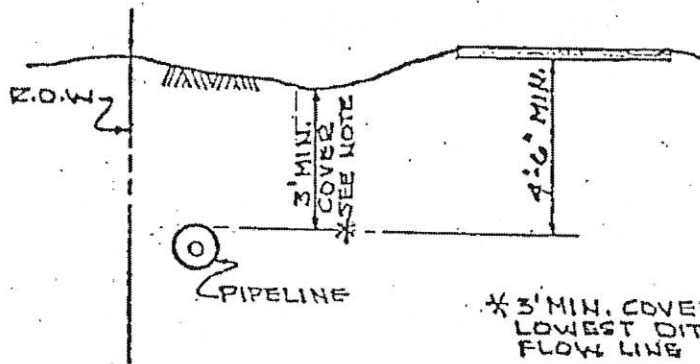
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



* 3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

NOTE: CASING TO EXTEND
1'-0\"/>

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

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

Sten Stifford for Don Rao
Director of Engineering

10/29/18
Date

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

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Tuesday, October 16, 2018 2:52 PM
To: 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us)
Cc: Don Rao (drao@co.jefferson.tx.us); 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Commissioner Alfred'; 'Judge Branick'; 'Jody Jannise'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); ggross@co.jefferson.tx.us; Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); katrina.purcell@beaumonttexas.gov; Don King (dking@fittzshipman.com)
Subject: Diamond D Ranch Phase 4, Block 1, Tracts 1 – 7, Block 2, Tracks 8 – 33
Attachments: Diamond D Ranch Phase 4_City of Bmt. Letter.pdf; Diamond D Ranch Phase 4 Sheets 1 Thru 3_Comm. Court.pdf

Commissioner Arnold ,

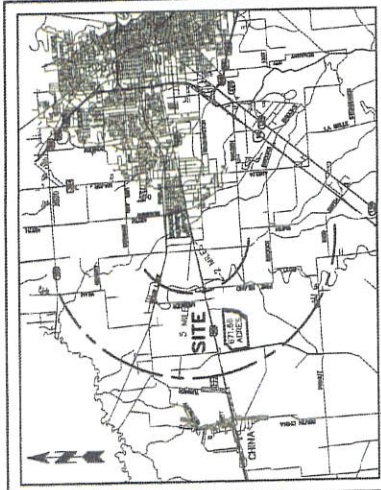
Attached is a PDF of Diamond D Ranch Phase 4, Block 1, Tracts 1 – 7, Block 2, Tracks 8 – 33, being a 34.788 acre subdivision out of the James Gerish Sr. League, A-24 , located off South Pine Island Levee Road in Precinct #1. This plat is within the City of Beaumont ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, October 29th , 2018.

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

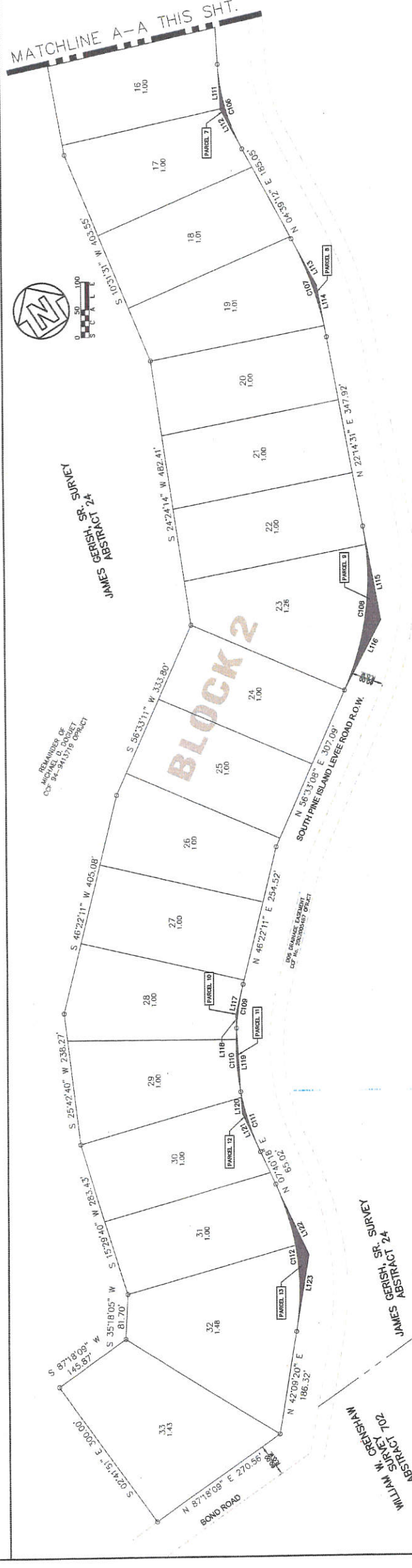
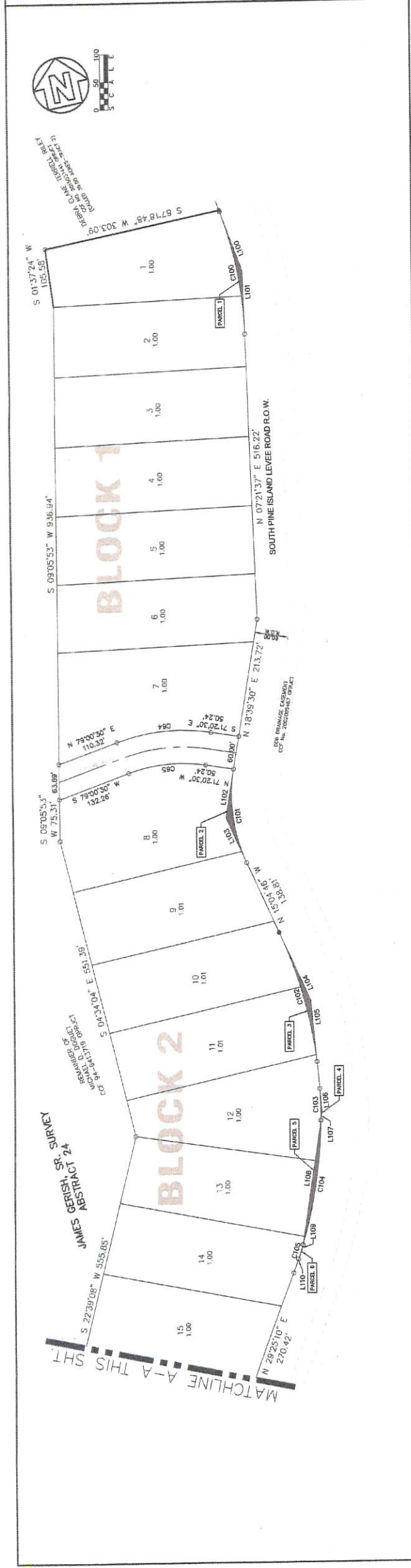
Pepe Dominguez

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



VICINITY MAP

- PARCEL 1
0.0161 ACRES TRANSFERRED FROM MICHAEL D. DOGUET & LISA L. DOGUET TO JEFFERSON COUNTY.
- PARCEL 2
0.0175 ACRES TRANSFERRED FROM JEFFERSON COUNTY TO MICHAEL D. DOGUET & LISA L. DOGUET.
- PARCEL 3
0.0224 ACRES TRANSFERRED FROM MICHAEL D. DOGUET & LISA L. DOGUET TO JEFFERSON COUNTY.
- PARCEL 4
0.0014 ACRES TRANSFERRED FROM MICHAEL D. DOGUET & LISA L. DOGUET TO JEFFERSON COUNTY.
- PARCEL 5
0.0274 ACRES TRANSFERRED FROM JEFFERSON COUNTY TO MICHAEL D. DOGUET & LISA L. DOGUET.
- PARCEL 6
0.0006 ACRES TRANSFERRED FROM MICHAEL D. DOGUET & LISA L. DOGUET TO JEFFERSON COUNTY.
- PARCEL 7
0.0109 ACRES TRANSFERRED FROM JEFFERSON COUNTY TO MICHAEL D. DOGUET & LISA L. DOGUET.
- PARCEL 8
0.0106 ACRES TRANSFERRED FROM MICHAEL D. DOGUET & LISA L. DOGUET TO JEFFERSON COUNTY.
- PARCEL 9
0.0705 ACRES TRANSFERRED FROM MICHAEL D. DOGUET & LISA L. DOGUET TO JEFFERSON COUNTY.
- PARCEL 10
0.0024 ACRES TRANSFERRED FROM JEFFERSON COUNTY TO MICHAEL D. DOGUET & LISA L. DOGUET.
- PARCEL 11
0.0065 ACRES TRANSFERRED FROM MICHAEL D. DOGUET & LISA L. DOGUET TO JEFFERSON COUNTY.
- PARCEL 12
0.0062 ACRES TRANSFERRED FROM JEFFERSON COUNTY TO MICHAEL D. DOGUET & LISA L. DOGUET.
- PARCEL 13
0.0442 ACRES TRANSFERRED FROM MICHAEL D. DOGUET & LISA L. DOGUET TO JEFFERSON COUNTY.



A FINAL PLAT
of
Doguets Diamond Ranch

PHASE 4

BLOCK 1, TRACKS 1 - 7
BLOCK 2, TRACKS 8 - 33
BEING A 34.788 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 #1160 • T.A.L.S. FIRM #00106

Drainage Culvert Sizing	Address	Street	Lot	Block	Culvert Dia (inches)
2820	S Pine Island	Levee Rd	2	1	24
2820	S Pine Island	Levee Rd	3	2	24
2820	S Pine Island	Levee Rd	4	3	18
2820	S Pine Island	Levee Rd	5	4	18
2820	S Pine Island	Levee Rd	6	5	18
2820	S Pine Island	Levee Rd	7	6	18
2820	S Pine Island	Levee Rd	8	7	24
2820	S Pine Island	Levee Rd	9	8	18
2820	S Pine Island	Levee Rd	10	9	18
2820	S Pine Island	Levee Rd	11	10	24
2820	S Pine Island	Levee Rd	12	11	24
2820	S Pine Island	Levee Rd	13	12	24
2820	S Pine Island	Levee Rd	14	13	24
2820	S Pine Island	Levee Rd	15	14	24
2820	S Pine Island	Levee Rd	16	15	24
2820	S Pine Island	Levee Rd	17	16	18
2820	S Pine Island	Levee Rd	18	17	18
2820	S Pine Island	Levee Rd	19	18	18
2820	S Pine Island	Levee Rd	20	19	18
2820	S Pine Island	Levee Rd	21	20	24
2820	S Pine Island	Levee Rd	22	21	24
2820	S Pine Island	Levee Rd	23	22	24
2820	S Pine Island	Levee Rd	24	23	24
2820	S Pine Island	Levee Rd	25	24	18
2820	S Pine Island	Levee Rd	26	25	18
2820	S Pine Island	Levee Rd	27	26	18
2820	S Pine Island	Levee Rd	28	27	18
2820	S Pine Island	Levee Rd	29	28	18
2820	S Pine Island	Levee Rd	30	29	18
2820	S Pine Island	Levee Rd	31	30	18
2820	S Pine Island	Levee Rd	32	31	18
2820	S Pine Island	Levee Rd	33	32	24
14510	Bond Road				

Line #	Direction	Length
L100	N05°50'10"W	113.72
L101	N07°21'37"E	113.15
L102	S16°30'30"W	89.10
L103	S15°04'44"E	88.10
L104	S15°04'44"E	135.11
L105	S03°55'05"W	112.56
L106	S03°55'05"W	41.91
L107	S17°40'06"W	15.72
L108	N17°39'23"E	225.50
L109	S17°21'03"W	8.38
L110	S29°25'10"W	44.88
L111	S29°25'10"W	81.59
L112	S04°39'12"W	81.59
L113	S04°41'04"W	95.31
L114	S21°15'23"W	172.23
L115	S21°15'23"W	142.40
L116	S01°16'43"W	142.40
L117	N46°22'11"E	96.96
L118	N28°52'39"E	22.86
L119	S29°07'11"W	115.66
L120	N29°03'34"E	38.06
L121	N07°40'18"E	76.54
L122	S07°41'32"W	140.69
L123	S41°55'44"W	140.75

Curve #	Radius	Curve Bearing	Distance	Length	Delta
C100	710.48	S01°44'40"E	225.95	226.92	018°17'59"
C101	285.01	N01°47'23"E	170.53	172.89	03°35'56"
C102	285.01	N05°27'12"W	244.31	245.24	017°19'30"
C103	807.88	N07°39'24"E	57.30	57.31	003°37'01"
C104	610.71	S17°39'23"W	225.50	226.23	015°59'18"
C105	832.52	N26°54'59"E	26.70	26.70	001°50'15"
C106	376.32	N17°03'11"E	159.41	160.63	024°27'20"
C107	616.24	N13°26'52"E	188.47	189.22	017°56'33"
C108	504.54	N39°23'49"E	297.63	302.12	034°18'32"
C109	460.32	S41°23'01"W	79.06	79.16	009°50'31"
C110	462.15	N29°07'11"E	115.66	115.97	014°22'39"
C111	460.30	S44°44'18"W	112.63	113.12	014°03'42"
C112	456.34	N24°48'57"E	268.98	273.03	034°16'49"

- NOTES:
1. ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO RUN OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING A PART OF THIS ADDITION.
 2. 1/2" CAPPED IRON RODS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
 3. JEFFERSON COUNTY REQUIRES ALL CONSTRUCTION TO HAVE MINIMUM FIRST FLOOR FINISH FLOOR ELEVATION OF 29.5' ABOVE MEAN SEA LEVEL (M.S.L.).
 4. ALL STRUCTURES BUILT WITHIN THIS SUBDIVISION SHALL BE BUILT AT A MINIMUM FINISHED FLOOR ELEVATION OF 29.5' ABOVE MEAN SEA LEVEL.
 5. EACH HOUSE SHALL INSTALL AN AERobic WASTEWATER SYSTEM DESIGNED AND INSTALLED ACCORDING TO TCEC RULES FOR ON-SITE SEWERAGE FACILITIES.
 6. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE ADEQUACY OF SAID LOT SIZES AND OR LOT DIMENSIONS FOR SUITABILITY OR COMPLIANCE WITH TCEC REGULATIONS FOR ON SITE SEWAGE TREATMENT FACILITIES.
 7. ALL STATE PLANE COORDINATES ARE REFERENCED TO THE NAD83 TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND ARE LOCATED ON EACH LOT.
 8. LOTS SHALL BE GRADDED TO DRAIN TO STREET, LOTS SHALL NOT DRAIN ONTO ADJACENT LOTS BEFORE AND AFTER STRUCTURES ARE BUILT.
 9. FINAL DETERMINATION OF CULVERT SIZE SHALL BE BY JEFFERSON COUNTY PRECINCT OFFICE.
 10. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
 11. SURVEYING BENCHMARK IS A CAPPED IRON ROD WITH ELEVATION = 26.63' ELEVATIONS ARE REFERENCED TO M.S.L. = BL0207.

Field Note Description:

Diamond D Ranch, Phase 4

Block 1

BEING a 7.286 acre tract of land lying in the JAMES GERISH SR. SURVEY, Abstract No. 24 in Jefferson County, Texas, being out of and a portion of that certain 671.683 acres of land described in an instrument to Michael D. Doguet and Darby D. Doguet of record in Film Code No. 102-82-0054 of the Official Public Records of Jefferson County, Texas and being out of and a portion of that same 671.683 acre tract of land described in an instrument from Darby D Doguet and wife, Norma D. Doguet to Michael D. Doguet of record in County Clerk's File No. 9413719 of the said Official Public Records, said 7.286 acres being more particularly described as follows and being designated as Block 1, Diamond D Ranch, Phase 4:

BEGINNING at a 2" Pipe found marking the West right-of-way line of South Pine Island Levee Road (a public roadway), the Southeast corner of said certain 39.00 acre tract of land described in an instrument to Debra Elaine Terrell Riley of record in County Clerk's File No. 2015037441 (aka - Tract II), the Northeast corner of said 671.683 acre tract and being the Northeast corner and beginning of a curve to the right, having Texas State Plane Coordinate values of N: 13,959,445.66 and E: 3,464,849.06 - Texas South Central Zone;

THENCE with curve to the right (having a radius of 712.71 feet, a chord bearing of S 01°45'37" E and a chord distance of 225.94 feet), the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance of 226.90 feet to a 1/2" Rod set marking the end of said curve to the right and being an angle point on the East line of the herein described tract;

THENCE S 07°21'37" W along and with the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance of 516.22 feet to a 1/2" Rod set marking an angle point on the East line of the herein described tract;

THENCE S 18°39'30" W along and with the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance of 213.72 feet to a 1/2" Rod set marking the Northeast corner of a future 60.00 wide road right-of-way and being the Southeast corner of the herein described tract;

THENCE N 71°20'30" W along and with the North right-of-way line of said future 60.00 wide road right-of-way, over and across the said 671.683 acre tract and with the South line of the herein described tract for a distance of 50.24 feet to a 1/2" Rod set marking the beginning of a curve to the left and being an angle point on the South line of the herein described tract;

THENCE with said curve to the left (having a radius of 330.00 feet, a chord bearing of N 86°10'00" W and a chord distance of 168.87 feet), the North right-of-way line of said future 60.00 wide roadway and with the South line of the herein described tract for a distance along an arc of 170.77 feet to a 1/2" Rod set marking the end of said curve to the left and being an angle point on the South line of said herein described tract;

THENCE S 79°00'30" W. over and across said 671.683 acres, with the North right-of-way line of said future 60.00 wide road and with the South line of the herein described tract for a distance of 110.32 feet to the Southwest corner of the herein described tract;

THENCE N 09°05'53" E. over and across said 671.683 acres and with the West line of the herein described tract for a distance of 827.37 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 01°37'24" E. over and across said 671.683 acres and with the West line of the herein described tract for a distance of 105.58 feet to a 1/2" Rod set marking the South line of said 39.00 acre tract, the North line of said 671.683 acre tract and being the Northwest corner of the herein described tract;

THENCE N 87°28'10" E along and with the South line of said 39.00 acre tract, the North line of said 671.683 acre tract and with the North line of the herein described tract for a distance of 317.92 feet to the POINT AND PLACE OF BEGINNING, containing in area, 7.286 acres of land, more or less.

Block 2

BEING a 27.502 acre tract of land lying in the JAMES GERISH SR. SURVEY, Abstract No. 24 in Jefferson County, Texas, being out of and a portion of that certain 671.683 acres of land described in an instrument to Michael D. Doguet and Darby D. Doguet of record in Film Code No. 102-82-0054 of the Official Public Records of Jefferson County, Texas and being out of and a portion of that same 671.683 acre tract of land described in an instrument from Darby D Doguet and wife, Norma D. Doguet to Michael D. Doguet of record in County Clerk's File No. 9413719 of the said Official Public Records, said 27.502 acres being more particularly described as follows and being designated as Block 2, Diamond D Ranch, Phase 4:

BEGINNING at a 1/2" Rod set marking the West right-of-way line of South Pine Island Levee Road (a public roadway), the Southeast corner of a future 60.00 wide road right-of-way, the East line of the said 671.683 acre tract and the Northeast corner of the herein described tract and being the beginning of a curve to the left, said Rod having Texas State Plane Coordinate values of N: 13,958,445.94 and E: 3,464,702.80 - Texas South Central Zone;

THENCE with said curve to the left (having a radius of 293.83 feet, a

chord bearing S 01°47'23" W and a chord distance of 170.53 feet), the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance along an arc of 173.01 feet to a 1/2" Rod set marking the end of said curve to the left and being an angle point on the East line of the herein described tract;

THENCE S 15°04'44" E along and with the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance of 136.81 feet to a 1/2" Rod set marking the beginning of a curve to the right and being an angle point on the East line of the herein described tract;

THENCE with said curve to the right (having a radius of 813.33 feet, a chord bearing of S 07°10'13" W and a chord distance of 615.91 feet), the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and the East line of the herein described tract for a distance of 270.42 feet to a 1/2" Rod set marking the beginning of a curve to the left and being an angle point on the East line of the herein described tract;

THENCE S 29°25'10" W along and with the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance of 270.42 feet to a 1/2" Rod set marking the beginning of a curve to the left and being an angle point on the East line of the herein described tract;

THENCE with said curve to the left (having a radius of 371.60 feet, a chord bearing of S 17°02'11" W and a chord distance of 159.38 feet), the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance along an arc of 180.62 feet to a 1/2" Rod set marking the end of said curve to the left and being an angle point on the East line of the herein described tract;

THENCE S 04°39'12" W along and with the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance of 185.05 feet to a 1/2" Rod set marking the beginning of a curve to the right and being an angle point on the East line of the herein described tract;

THENCE with said curve to the right (having a radius of 616.39 feet, a chord bearing of S 13°26'52" W and a chord distance of 188.47 feet), the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance along an arc of 189.22 feet to a 1/2" Rod set marking the end of said curve to the right and being an angle point on the East line of the herein described tract;

THENCE S 22°14'31" W along and with the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance of 347.92 feet to a 1/2" Rod set marking the beginning of a curve to the right and being an angle point on the East line of the herein described tract;

THENCE with said curve to the right (having a radius of 504.50 feet, a chord bearing of S 39°23'51" W and a chord distance of 297.62 feet), the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance along an arc of 302.12 feet to a 1/2" Rod set marking the end of said curve to the right and being an angle point on the East line of the herein described tract;

THENCE S 56°33'11" W along and with the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance of 307.07 feet to a 1/2" Rod set marking an angle point on the East line of the herein described tract;

THENCE S 46°22'11" W along and with the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance of 254.54 feet to a 1/2" Rod set marking the beginning of a curve to left, and being an angle point on the East line of the herein described tract;

THENCE with said curve to the left (having a radius of 457.16 feet, a chord bearing of S 27°01'15" W and chord distance of 302.93 feet), the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for distance along an arc of 308.77 feet to a 1/2" Rod set the end of said curve to the left and being an angle point on the East line of the herein described tract;

THENCE S 07°40'18" W along and with the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance 64.94 feet to a 1/2" Rod set marking the beginning of a curve to right and being an angle point on the East line of the herein described tract;

THENCE with said curve to the right (having a radius of 456.68 feet, a chord bearing of S 24°48'06" W and a chord distance of 269.02 feet), the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance along an arc of 273.07 feet to a 1/2" Rod set the end of said curve to the right and being an angle point on the East line of the herein described tract;

THENCE S 42°09'51" W along and with the West right-of-way line of said South Pine Island Levee Road, the East line of said 671.683 acre tract and with the East line of the herein described tract for a distance of 186.36 feet to 1/2" Rod found marking the intersection of the West right-of-way line of said South Pine Island Levee Road and the North right-of-way line of Bond Road (a public roadway), the South line of said 671.683 acre tract and being the Southeast corner of the herein

described tract, having Texas State Plane Coordinate values of N: 13,955,161.22 and E: 3,463,273.04;

THENCE S 87°18'09" W along and with the North right-of-way line of said Bond Road, the South line of said 671.683 acre tract and with the South line of the herein described tract for a distance of 270.56 feet to a 1/2" Rod set marking the Southeast corner of a proposed roadway and being the Southwest corner of the herein described tract;

THENCE N 02°41'51" W. over and across the said 671.683 acre tract, with the East line of said proposed roadway and with the West line of the herein described tract for a distance of 300.00 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 87°18'09" E. over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 145.87 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 35°18'05" E. over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 81.70 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 15°29'40" E. over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 283.43 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 25°42'40" E. over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 238.27 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 46°22'11" E. over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 405.08 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 56°33'11" E. over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 333.80 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 24°24'14" E. over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 482.41 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 10°31'31" E. over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 403.55 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 22°39'08" E. over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 555.85 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

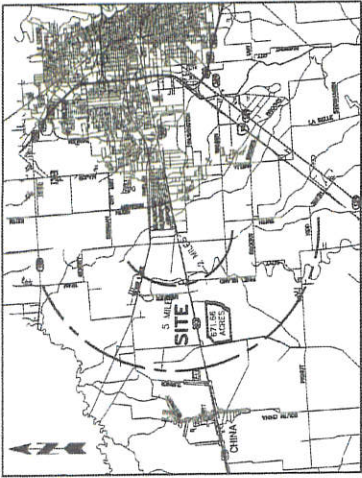
THENCE N 04°34'04" W. over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 351.39 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 09°05'53" E. over and across the said 671.683 acre tract and with the West line of the herein described trac for a distance of 75.31 feet to a 1/2" Rod set marking the South line of said future 60.00 wide right-of-way and being the Northwest corner of the herein described tract;


THENCE N 79°00'30" E . over and across the said 671.683 acre tract and with the South line of said future 60.00 wide right-of-way and with the North line of the herein described tract for a distance of 132.26 feet to a 1/2" Rod set marking the beginning of a curve to the right and being an angle point on the North line of the herein described tract;

THENCE with said curve to the right (having a radius of 270.00 feet, a chord bearing of S 86°10'00" E and a chord distance of 138.17 feet), over and across said 671.683 acre tract, the South right-of-way line of said future 60.00 wide roadway and with the North line of herein described tract for a distance along an arc of 139.72 feet to a 1/2" Rod set marking the end of said curve to the right and being an angle point on the North line of the herein described tract;

THENCE S 71°20'30" E. over and across said 671.683 acre tract, the South right-of-way line of said future 60.00 wide roadway and with the North line of herein described tract for a distance of 50.24 feet to the POINT AND PLACE OF BEGINNING, containing in area, 27.502 acres of land, more or less.



VICINITY MAP



A FINAL PLAT

of

Diamond D Ranch

PHASE 4

BLOCK 1, TRACTS 1 - 7

BLOCK 2, TRACKS 8 - 33

BEING A 34.788 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
Consulting Engineers and Land Surveyors INC.

1405 CORNERSTONE COURT, BEAUMONT, TEXAS
(409) 832-7238 FAX (409) 832-7303
T.B.P.E. FRM #1160 • T.X.L.S. FRM #100186

SHT. 3 OF 3

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Tuesday, October 16, 2018 3:00 PM
To: 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us)
Cc: Don Rao (drao@co.jefferson.tx.us); 'Commissioner Weaver'; 'Commissioner Sinegal'; 'Commissioner Alfred'; 'Judge Branick'; 'Jody Jannise'; 'Ronda Conlin'; Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); ggross@co.jefferson.tx.us; Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); katrina.purcell@beaumonttexas.gov; Don King (dking@fittzshipman.com)
Subject: Diamond D Ranch Phase 5, Block 3, Lots 34 – 37, Block 4, Lots 38 – 43, Block 5, Lots 44 – 57, Block 6, Lots 58 – 62
Attachments: Diamond D Ranch Phase 5_City of Beaumont Letter.pdf; Diamond D Ranch Phase 5 Sht. 1 Thru 2_Comm. Court.pdf

Commissioner Arnold ,

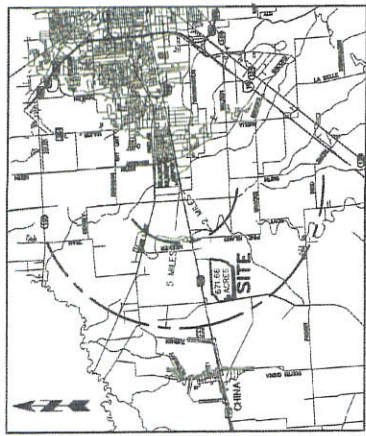
Attached is a PDF of Diamond D Ranch Phase 5, Block 3, Lots 34 – 37, Block 4, Lots 38 – 43, Block 5, Lots 44 – 57, Block 6, Lots 58 - 62 being a 47.744 acre subdivision out of the James Gerish Sr. League, A-24 , located off South Pine Island Levee Road in Precinct #1. This plat is within the City of Beaumont ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, October 29th , 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



NOTES:

1. ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING A PART OF THIS ADDITION.
2. 1/2" CAPPED IRON RODS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
3. JEFFERSON COUNTY REQUIRES ALL CONSTRUCTION TO HAVE MINIMUM FIRST FLOOR ELEVATION THAT IS ONE (1) FOOT ABOVE THE BFE (BASE FLOOD ELEVATION). (N.G.S.) DENOTES NATURAL GROUND ELEVATION OF LOT ON FINAL PLAT.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE BUILT AT A MINIMUM FINISHED FLOOR ELEVATION OF 300.00 FEET ABOVE THE BFE OR MIN. 18 INCHES ABOVE EXISTING GROUND WHICHEVER IS GREATER.
5. EACH HOUSE SHALL INSTALL AN AERobic WASTEWATER SYSTEM DESIGNED AND INSTALLED ACCORDING TO TIED RULES FOR ON-SITE SEWERAGE FACILITIES.
6. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE ADEQUACY OF SAID LOT SIZES AND OR LOT DIMENSIONS FOR SUITABILITY OR COMPLIANCE WITH TIED REGULATIONS FOR ON SITE SEWAGE TREATMENT FACILITIES.
7. ALL STATE PLANE COORDINATES ARE REFERENCED TO THE NAD83 TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE #1204.
8. LOTS SHALL BE GRADED TO DRAIN TO STREET. LOTS SHALL NOT DRAIN ONTO ADJACENT LOTS BEFORE AND AFTER STRUCTURES ARE BUILT.
9. FINAL DETERMINATION OF CULVERT SIZE SHALL BE BY JEFFERSON COUNTY PRECINCT OFFICE.
10. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
11. SUBDIVISION BENCHMARK IS A CAPPED IRON ROD WITH N: 13,955,161.22 & E: 3,463,273.04 ELEVATION = 28.63' ELEVATIONS ARE REFERENCED TO NGS = BL0207.

A FINAL PLAT of
Doguet's Diamond D Ranch

PHASE 5

- BLOCK 3 LOT 34 - 37**
- BLOCK 4 LOT 38 - 43**
- BLOCK 5 LOTS 44 - 57**
- BLOCK 6 LOTS 58 - 62**

BEING A 47.744 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

FittzShipman
Consulting Engineers and Land Surveyors

1405 CORNELLSTONE COURT, BEAUMONT, TEXAS
(409) 832-7238 FAX (409) 832-7203
T.B.P.E. FIRM #1180 • I.X.I.S. FIRM #100186

THENCE S 87°18'19" W along and with the North right-of-way line of said Bond Road, the South line of said 671.683 acre tract and with the South line of the herein described tract for a distance of 2,169.03 feet to a 1/2" Rod set marking the Southwest corner of the herein described tract;

THENCE N 07°54'54" E, over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 301.25 feet to a 1/2" Rod set being the Northwest corner of the herein described tract;

THENCE N 87°18'19" E, over and across the said 671.683 acre tract and with the North line of the herein described tract for a distance of 2,169.03 feet to a 1/2" Rod set marking the West line of said Diamond D Ranch, Phase 3B and the Northeast corner of the herein described tract;

THENCE S 07°54'54" E, over and across the said 671.683 acre tract and with the West line of said Bond Road, Phase 3B, for a distance of 301.25 feet to the East line of the herein described tract for a distance of 301.25 feet to the POINT AND PLACE OF BEGINNING, containing in area, 14.938 acres more or less.

Phase 5, Block 6

BEING a 22.597 acre tract of land lying in the JAMES GERISH SR. SURVEY, Abstract No. 24 in Jefferson County, Texas being out of and a portion of that certain 671.683 acre tract of land described in an instrument to Michael D. Doguet and Darby D. Doguet of record in Film Code No. 102-82-0054 of the Official Records of Jefferson County, Texas, and being out of and a portion of that same 671.683 acre tract of land described in an instrument from Darby D. Doguet and wife, Norma D. Doguet to Michael D. Doguet of record in County Clerk's File No. 9413719 of the said Official Public Records, said 22.597 acres being more particularly described as follows:

BEGINNING at a 1/2" Rod set marking the North right-of-way line of Bond Road (a public roadway), said Rod having Texas State Plane Coordinate values of N: 13,955,145.66 and E: 3,462,942.85, the South line of said 671.683 acre tract, the Southwest corner of a proposed future road and being the Southeast corner of the herein described tract;

THENCE S 87°18'04" W along and with the North right-of-way line of said Bond Road, the South line of said 671.683 acre tract and with the South line of the herein described tract for a distance of 518.59 feet to a 1/2" Rod set marking the beginning of a curve to the left and being on point on the South line of the herein described tract;

THENCE with said curve to the left (having a radius of 60.00 feet, a chord bearing of S 87°18'08" W and chord distance of 120.00 feet), along and with the North right-of-way line of said Bond Road and with the South line of the herein described tract for a distance along an arc of 188.48 feet to a 1/2" Rod set marking and the end of the curve to the left and being on an angle point on the South line of the herein described tract;

THENCE S 87°18'08" W along and with the North right-of-way line of said Bond Road, the South line of said 671.683 acre tract and with the South line of the herein described tract for a distance of 230.54 feet to a 1/2" Rod set marking the Southwest corner of the herein described tract;

THENCE N 08°10'04" W, over and across the said 671.683 acre tract, with the East line of a detention/retention pond and with the West line of the herein described tract for a distance of 1,886.55 feet to a 1/2" Rod set marking the Northwest corner of the herein described tract;

THENCE the following twenty-five (25) courses over and across the said 671.683 acre tract of land and along the proposed East line of the said detention pond as follows:

1. N 81°48'42" E for a distance of 128.00 feet to an angle point,
2. S 68°38'04" E for a distance of 296.39 feet to an angle point,
3. S 42°18'09" W for a distance of 91.27 feet to an angle point,
4. S 12°18'09" W for a distance of 140.32 feet to an angle point,
5. S 17°41'51" E for a distance of 140.32 feet to an angle point,
6. S 77°41'51" E for a distance of 140.32 feet to an angle point,
7. S 77°41'51" E for a distance of 140.32 feet to an angle point,
8. S 77°41'51" E for a distance of 140.32 feet to an angle point,
9. S 07°54'54" E for a distance of 249.94 feet to an angle point,
10. S 87°18'09" W for a distance of 252.40 feet to an angle point,
11. S 72°18'09" W for a distance of 140.32 feet to an angle point,
12. S 42°18'09" W for a distance of 140.32 feet to an angle point,
13. S 12°18'09" W for a distance of 140.32 feet to an angle point,
14. S 17°41'51" E for a distance of 140.32 feet to an angle point,
15. S 47°41'51" E for a distance of 140.32 feet to an angle point,
16. S 77°41'51" E for a distance of 140.32 feet to an angle point,
17. N 87°18'09" E for a distance of 301.91 feet to an angle point,
18. S 07°54'54" E for a distance of 237.93 feet to an angle point,
19. N 82°05'06" E for a distance of 60.00 feet to an angle point

THENCE S 07°54'54" E along and with the South line of said JAMES GERISH SR. SURVEY, the North line of said HOUSTON TAP AND BRAZORIA RAILROAD COMPANY ABSTRACT 150, the South line of said 671.683 acre tract and with the South line of the herein described tract for a distance of 277.67 feet to the POINT AND PLACE OF BEGINNING, containing in area, 22.597 acres of land, more or less.

Field Note Description:
Diamond D Ranch, Phase 5

Phase 5, Block 3

BEING a 4,050 acre tract of land lying in the JAMES GERISH SR. SURVEY, Abstract No. 24 in Jefferson County, Texas being out of and a portion of that certain 671.683 acre tract of land described in an instrument to Michael D. Doguet and Darby D. Doguet of record in Film Code No. 102-82-0054 of the Official Records of Jefferson County, Texas, and being out of and a portion of that same 671.683 acre tract of land described in an instrument from Darby D. Doguet and wife, Norma D. Doguet to Michael D. Doguet of record in County Clerk's File No. 9413719 of the said Official Public Records, said 4,050 acres being more particularly described as follows:

BEGINNING at a 1/2" Rod set marking the North right-of-way line of Bond Road (a public roadway), said Rod having Texas State Plane Coordinate values of N: 13,955,145.66 and E: 3,462,942.85, the South line of said 671.683 acre tract, the Southwest corner of a proposed future road and being the Southeast corner of the herein described tract;

THENCE S 87°18'09" W along and with the North right-of-way line of said Bond Road, the South line of said 671.683 acre tract and with the South line of the herein described tract for a distance of 588.00 feet to a 1/2" Rod set marking the Southwest corner of the herein described detention/retention pond and being the Southwest corner of the herein described tract;

THENCE N 02°41'51" W along and with the East line of said future detention/retention pond, over and across the said 671.683 acre tract of land and with the North line of the herein described tract for a distance of 300.00 feet to a 1/2" Rod set marking an interior "air" corner on the East line of said future detention/retention pond and being the Northwest corner of the herein described tract;

THENCE N 87°18'09" E along and with the East line of said future detention/retention pond, over and across the said 671.683 acre tract of land and with the North line of the herein described tract for a distance of 588.00 feet to a 1/2" Rod set marking the Northeast corner of the herein described tract;

THENCE S 02°41'51" E, over and across the said 671.683 acre tract, with the West line of said proposed future road and with the East line of the herein described tract for a distance of 300.00 feet to the POINT AND PLACE OF BEGINNING, containing in area, 4,050 acres of land, more or less.

Phase 5, Block 4

BEING a 6,159 acre tract of land lying in the JAMES GERISH SR. SURVEY, Abstract No. 24 in Jefferson County, Texas being out of and a portion of that certain 671.683 acre tract of land described in an instrument to Michael D. Doguet and Darby D. Doguet of record in Film Code No. 102-82-0054 of the Official Records of Jefferson County, Texas, and being out of and a portion of that same 671.683 acre tract of land described in an instrument from Darby D. Doguet and wife, Norma D. Doguet to Michael D. Doguet of record in County Clerk's File No. 9413719 of the said Official Public Records, said 6,159 acres being more particularly described as follows:

BEGINNING at a 1/2" Rod set marking the North right-of-way line of Bond Road (a public roadway), said Rod having Texas State Plane Coordinate values of N: 13,955,112.31 and E: 3,462,234.99, the South line of said 671.683 acre tract, the Southwest corner of the herein described detention/retention pond and being the Southwest corner of the herein described tract;

THENCE S 87°18'09" W along and with the North right-of-way line of said Bond Road, the South line of said 671.683 acre tract and with the South line of the herein described tract for a distance of 80.31 feet to a 1/2" Rod set marking the Southeast corner of an 80' wide LMA easement (to be recorded) and being the Southwest corner of the herein described tract;

THENCE N 08°16'44" W along and with the East line of said LMA easement, over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 137.45 feet to a 1/2" Rod set marking an angle point on the West line of the herein described tract;

THENCE N 10°45'01" W along and with the East line of said LMA easement, over and across the said 671.683 acre tract and with the West line of the herein described tract for a distance of 186.42 feet to a 1/2" Rod set marking the Northwest corner of the herein described tract;

THENCE N 87°24'07" E, over and across the said 671.683 acre tract of land and with the North line of the herein described tract for a distance of 911.99 feet to a 1/2" Rod set marking an interior "air" corner on the West line of said future detention/retention pond and being the Northeast corner of the herein described tract;

THENCE S 02°41'51" E along and with the West line of said future detention/retention pond, over and across the said 671.683 acre tract and with the East line of the herein described tract for a distance of 300.00 feet to the POINT AND PLACE OF BEGINNING, containing in area, 6,159 acres of land, more or less.

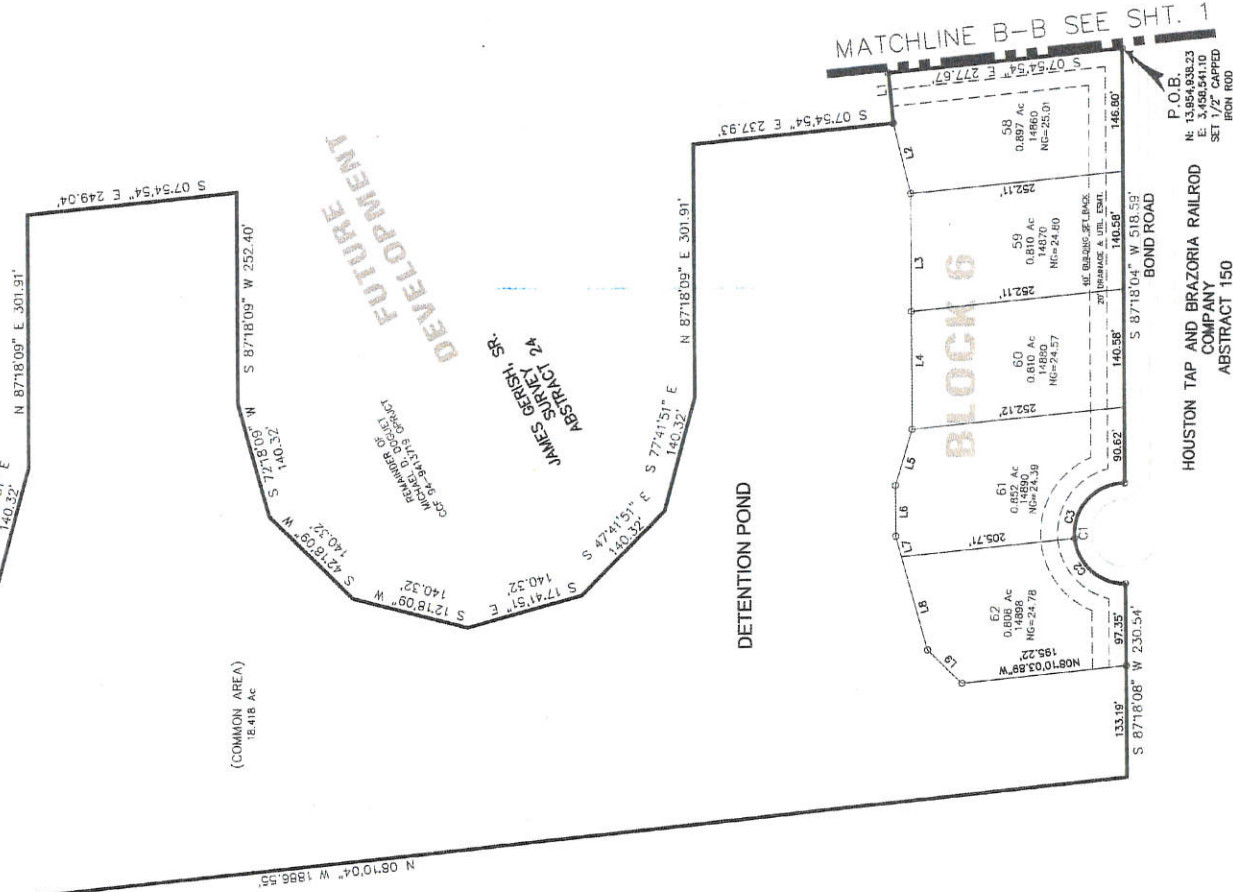
Phase 5, Block 5

BEING a 14,938 acre tract of land lying in the JAMES GERISH SR. SURVEY, Abstract No. 24 in Jefferson County, Texas being out of and a portion of that certain 671.683 acre tract of land described in an instrument to Michael D. Doguet and Darby D. Doguet of record in Film Code No. 102-82-0054 of the Official Records of Jefferson County, Texas, and being out of and a portion of that same 671.683 acre tract of land described in an instrument from Darby D. Doguet and wife, Norma D. Doguet to Michael D. Doguet of record in County Clerk's File No. 9413719 of the said Official Public Records, said 14,938 acres being more particularly described as follows:

BEGINNING at a 1/2" Rod set marking the North right-of-way line of Bond Road (a public roadway), said Rod having Texas State Plane Coordinate values of N: 13,955,043.08 and E: 3,460,767.91, the South line of said 671.683 acre tract, the Southwest corner of Diamond D Ranch, Phase 3B of record in County Clerk's File No. 2018035099 of the said Official Public Record and being the Southwest corner of the herein described tract;

Line Table			
Line #	Direction	Length	
L1	N87°05'06"E	60.00	
L2	N74°01'16"E	87.06	
L3	N87°16'08"E	143.53	
L4	N87°16'08"E	140.58	
L5	S75°03'51"E	60.87	
L6	N87°16'09"E	60.96	
L7	N72°16'09"E	25.02	
L8	N72°16'09"E	115.31	
L9	N42°16'09"E	57.16	

Curve Table				
Curve #	Radius	Curve Bearing	Distance	Delta
C1	60.00	S87°18'08"W	168.46	175°59'04"
C2	60.00	N39°41'51"E	88.90	88°76'04"46"29"
C3	60.00	S50°16'37"E	88.02	98°70'08"51"23"



HOUSTON TAP AND BRAZORIA RAILROAD
COMPANY
ABSTRACT 150



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

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

From: Jefferson County Correctional Facility

Subject: Resolution for Retiring Correctional Facility Corrections Officer,
Vincent Sampson, Agenda item for the week of October 29, 2018

Date: October 25, 2018

Consider and possibly approve a Resolution recognizing Correctional Officer, Vincent Sampson of the Correctional Facility for 25 years and 9 months of dedicated service to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

John Shauburger, Deputy Chief
Jefferson County Correctional Facility

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

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

From: Jefferson County Correctional Facility

Subject: Resolution for Retiring Correctional Facility Corrections Officer,
Vanessa Ardoin, Agenda item for the week of October 29, 2018

Date: October 25, 2018

Consider and possibly approve a Resolution recognizing Correctional Officer, Vanessa Ardoin of the Correctional Facility for 25 years and 9 months of dedicated service to the citizens of Jefferson County and in wishing her well in her retirement.

Sincerely,

John Shauburger, Deputy Chief
Jefferson County Correctional Facility

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COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

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

From: Jefferson County Correctional Facility

Subject: Resolution for Retiring Correctional Facility Clerical Staff,
Daisy Brooks, Agenda item for the week of October 29, 2018

Date: October 25, 2018

Consider and possibly approve a Resolution recognizing Clerical Staff, Daisy Brooks of the Correctional Facility for 24 years and 9 months of dedicated service to the citizens of Jefferson County and in wishing her well in her retirement.

Sincerely,

John Schauburger, Deputy Chief
Jefferson County Correctional Facility

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OF JEFFERSON COUNTY, TEXAS

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, October 29, 2018

There being no further business to come before the Court at this time,
same is now here adjourned on this date, October 29, 2018