

*Notice of Meeting and Agenda and Minutes  
November 05, 2018*

**SPECIAL, 11/5/2018 1:30:00 PM**

BE IT REMEMBERED that on November 05, 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 (ABSENT)

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 (ABSENT) -

**REBECCA GARCIA, DEPUTY COUNTY CLERK**

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

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**November 05, 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**  
**November 05, 2018**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **05th day of November 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:

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

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

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**PURCHASING:**

1. Approve specifications for Invitation for Bids (IFB 18-048/YS), Hurricane Harvey Repairs for Ben J. Rogers Visitors Center; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

**SEE ATTACHMENTS ON PAGES 7 - 43**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a renewal for (IFB 14-042/JW), Term Contract for Reinforced Concrete Pipe and Pre-Cast Concrete Box Culverts for Jefferson County with Rural Pipe & Supply for a fourth and final one (1) year renewal from November 13, 2018 to November 12, 2019.

**SEE ATTACHMENTS ON PAGES 44 - 44**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve award, execute, receive and file a professional services agreement with Griffith, Moseley, Johnson, & Associates, Inc. (“GMJ”) in accordance with (RFP 18-041/JW), Contract Grant Administration Services for a Home Buyout or Acquisition Program (For Community Development Block Grant – Disaster Recovery Program for Jefferson County); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

**SEE ATTACHMENTS ON PAGES 45 - 57**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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4. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 18-056/JW) with e. Sullivan Advertising & Design to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing October 1, 2018 and ending September 30, 2019. Not to exceed \$57,000.00 for Marketing and Promotion of the Airport.

**SEE ATTACHMENTS ON PAGES 58 - 61**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

5. Consider and approve, execute, receive and file an agreement (Agreement 18-057/JW), with LexisNexis and Jefferson County for a LexisNexis Advance website access subscription for the 279th District Court. This agreement is for a one-year term (December 1, 2018 through November 30, 2019), at a monthly cost of \$76.00.

**SEE ATTACHMENTS ON PAGES 62 - 64**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**COUNTY AIRPORT:**

6. Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, the City of Nederland, Nederland and the Nederland Economic Development Corporation for Construction of Infrastructure for Air Port Development pursuant to Section 791.014, Texas Government Code.

**SEE ATTACHMENTS ON PAGES 65 - 68**

**Action: TABLED**

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**COUNTY AUDITOR:**

7. Regular County Bills check #452476 through checks #452715.

**SEE ATTACHMENTS ON PAGES 69 - 77**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

8. Receive and file executed ARTICLES OF AGREEMENT between Jefferson County, Texas and the Jefferson County Deputy Constables Association October 22, 2018-September 30, 2022.

**SEE ATTACHMENTS ON PAGES 78 - 110**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

9. Consider and possibly approve a Resolution to Amend the Pace Program in Jefferson County.

**SEE ATTACHMENTS ON PAGES 111 - 114**

**Action: TABLED**

**COUNTY TAX ASSESSOR-COLLECTOR:**

10. Consider, possibly approve, receive and file Resolutions and Inter-local Agreements for the listed taxing entities regarding the collection of delinquent taxes pursuant to Sections 6.30 and 33.11, Texas Tax Code: Taylor Landing- Northwest Forest Municipal Utility District- Jefferson County Drainage District #3- Jefferson County, Texas- City of Bevil Oaks- Nederland Independent School District- Sabine Pass Port Authority- Hamshire-Fannett Independent School District- City of Beaumont- City of Port Neches- Beaumont Independent School District- City of Nederland- Port Neches-Groves Independent School District- City of Port Arthur- City of Groves- Jefferson County Drainage District #6- Port Arthur Independent School District- Jefferson County Drainage District #7

**MOTION INCLUDED AN AMENDMENT TO ADD THE PORT OF PORT ARTHUR**

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SEE ATTACHMENTS ON PAGES 115 - 117

**Motion by: Commissioner Sinegal AND PAGES 139 - 209**  
**Second by: Commissioner Weaver**  
**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

**MANAGEMENT INFORMATION SYSTEMS:**

11. Receive and file executed Inter-local Contract between Jefferson County, Texas and The Department of Information Resources Relating to the Use of the DIR Shared Services Master Service Agreements pursuant to Chapter 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 118 - 138

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

SET NEXT MEETING DATE, MONDAY, NOVEMBER 12, 2018 IS A COUNTY HOLIDAY (VETERAN'S DAY)

**Other Business:**

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

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

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



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

November 5, 2018

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 18-048/YS, Hurricane Harvey Repairs for Ben J. Rogers Regional Visitors Center. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and **four (4) copies** of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

<b>BID NAME:</b>	Hurricane Harvey Repairs for Ben J. Rogers Visitors Center
<b>BID NO:</b>	IFB 18-048/YS
<b>DUE DATE/TIME:</b>	11:00 AM CDT, Tuesday, December 4, 2018
<b>MAIL OR DELIVER TO:</b>	Jefferson County Purchasing Department 1149 Pearl Street, 1 <sup>st</sup> Floor Beaumont, Texas 77701

There will be a **mandatory** pre-bid conference and walk-through at **10:00 AM CDT on Thursday, November 15, 2018 at Ben J. Rogers Visitors Center, at 5055 IH-10 South, Beaumont, Texas.**

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

The Owner requires all bidders to submit a Contractors Qualification Statement, as to previous experience in performing comparable work, and as to financial and technical organization and resources available for accomplishing this project. Bidders may obtain access to the drawings and project manuals by contacting the office of The LaBiche Architectural Group, Inc., 7999 Gladys, Suite 101, Beaumont TX, 409-860-0197. The drawings, project manuals and all contract documents may be examined without charge in the office of The LaBiche Architectural Group, Inc., 7999 Gladys Avenue, Suite 101, Beaumont TX.

Any questions relating to these requirements should be directed to Yea-Mei Sauer, CTPM, Contract Specialist, 409-835-8593, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

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

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

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

  
Deborah L. Clark

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – November 7, 2018 & November 14, 2018.

**IFB 18-048/YS**  
**Hurricane Harvey Repairs for Ben J. Rogers Visitors Center**  
**Bids due: 11:00 AM CDT, Tuesday, December 4, 2018**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Four (4) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

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

## Instructions to Bidders

### 1. Bid Submission

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

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

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

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

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

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

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

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

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

### 3. Courthouse Security

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

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

### 5. Signatures

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

## 6. **County Holidays – 2018:**

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

## 7. **Rejection or Withdrawal**

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

## 8. **Emergency/Declared Disaster Requirements**

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

## 9. **Award**

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

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

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **10. Contract**

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

#### **11. Waiver of Subrogation**

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

#### **12. Fiscal Funding**

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

#### **13. Bid Results**

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

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

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

#### **15. Specifications**

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

#### **16. Delivery**

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

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

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

**18. Currency**

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

**19. Pricing**

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

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

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

**21. Certification**

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

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

**22. Definitions**

“County” – Jefferson County, Texas.

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

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

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.20 Confidential/Proprietary Information**

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

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

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

## **2. Performance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.16 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or require information with regard to this bid.

### 3. Purchase Orders and Payment

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

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

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

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

### 4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

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

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

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

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

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

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (l) 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 (l) 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 (l) of this section.

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

contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

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

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

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

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

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

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

#### **M. ACCESS TO RECORDS**

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

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

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

#### **N. SEAL, LOGO AND FLAGS**

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

#### **O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

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

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

**Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and four (4) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.**

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

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

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

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

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

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

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

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

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

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

*Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.*

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

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

#### **4. Multiple Vendor Award**

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

#### **5. Delivery**

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

#### **6. Payment**

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

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

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

#### **7. Usage Reports**

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

#### **8. Insurance**

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

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

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

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

**Minimum Insurance Requirements:**

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

**Excess Liability** \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

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

**9. Workers' Compensation Insurance**

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, CTMP, Contract Specialist (e-mail: [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us); phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 18-048/YS.

### Scope

As related to Hurricane Harvey repairs and as shown in Construction Documents.

The Owner requires all bidders to submit a Contractors Qualification Statement, as to previous experience in performing comparable work, and as to financial and technical organization and resources available for accomplishing this project. Bidders may obtain access to the drawings and project manuals by contacting the office of The LaBiche Architectural Group, Inc., 7999 Gladys Avenue, Suite 101, Beaumont TX, 409-860-0197.

The drawings, project manuals and all contract documents may be examined without charge in the office of The LaBiche Architectural Group, Inc., 7999 Gladys Avenue, Suite 101, Beaumont TX.

## Bidder Information Form

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

**Bid Name & Number:** Hurricane Harvey Repairs for Ben J. Rogers Visitors Center, IFB 18-048/YS

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

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

## OFFER AND ACCEPTANCE FORM

# OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

For clarification of this offer, contact:

Company Name

Name

Phone

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Fax

Signature of Person Authorized to Sign

E-mail

Printed Name

## Title

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

## Acceptance of Offer

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

This contract shall henceforth be referred to as Contract No. IFB 18-048/YS, Hurricane Harvey Repairs for Ben J. Rogers Visitors Center. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

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Jeff R. Branick  
County Judge

---

Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## **Bid Form**

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Gentlemen:

We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the **HURRICANE HARVEY REPAIRS FOR BEN J. ROGERS VISITORS CENTER** in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc., for the following sum(s):

BASE BID: \_\_\_\_\_

Dollars    \$ \_\_\_\_\_

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

**LIQUIDATED DAMAGES FOR DELAYS:**

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of Five Hundred Dollars (\$300.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

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

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

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

## Signature Page

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

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

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

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

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

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Bidder (Entity Name)

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Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

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

## Conflict of Interest Questionnaire

### **CONFFLICT OF INTEREST QUESTIONNAIRE**

**For vendor doing business with local governmental entity**

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

**2  Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

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

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

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

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

Yes  No

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

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

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

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

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

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

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

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

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

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

Yes  No

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

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

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

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

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

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

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

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

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

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

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

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

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

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

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

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

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**PAGE 1 OF 4**

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

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

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

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

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

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

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

---

**FOR HUB OFFICE USE ONLY:**

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

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**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

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

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

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**PAGE 2 OF 4**

### **HUB SUBCONTRACTOR DISCLOSURE**

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PAGE 3 OF 4**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**PAGE 4 OF 4**

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

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

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

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

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

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

---

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

## Residence Certification/Tax Form

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

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

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

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

---

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

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

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

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

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

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

## **Bid Affidavit**

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACT RENEWAL FOR IFB 14-042/JW  
TERM CONTRACT FOR REINFORCED CONCRETE PIPE AND  
PRE-CAST CONCRETE BOX CULVERTS FOR  
JEFFERSON COUNTY**

The County entered into a contract with Rural Pipe & Supply for one (1) year, from November 17, 2014 to November 16, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from November 13, 2018 to November 12, 2019.

ATTEST:

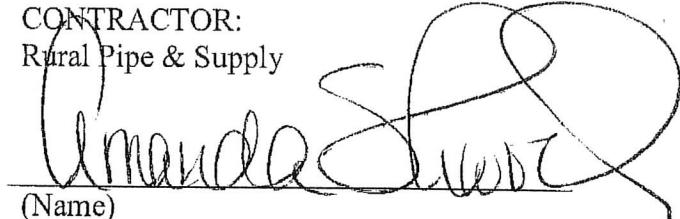
  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Rural Pipe & Supply

  
(Name)

THE STATE OF TEXAS

§  
§  
§

THE COUNTY OF JEFFERSON

**PROFESSIONAL SERVICES AGREEMENT ("Agreement")**

**between**

**JEFFERSON COUNTY, TEXAS ("County")**  
**and**

**GRIFFITH, MOSELEY, JOHNSON & ASSOCIATES, INC. ("GMJ")**

**1. PARTIES**

Jefferson County, Texas ("County") is a political subdivision of the State of Texas that acts by and through the County Commissioners Court ("Commissioners Court").

Griffith, Moseley, Johnson & Associates, Inc. ("GMJ") is a Texas for-profit corporation with its principal place of business located at 2901 Turtle Creek Drive, Suite 445, Port Arthur, Texas 77642.

**2. PURPOSE:**

This Professional Services Agreement ("Agreement") is being executed so that GMJ can provide County with the professional services described in the "Scope of Services" section in this Agreement.

**3. STATUTORY AUTHORITY:**

The statutory authority for this Agreement is Chapter 262, Texas Local Government Code, the County Purchasing Act, as well as 2 CFR Sections 200.318-326 regarding procurement of services under a Federal award.

**4. TERM:**

The term of this Agreement shall commence on the date of execution of this Agreement (hereafter "Effective Date"), following which the Parties will mutually agree to a Project Start Date (hereafter "Project Start Date"), the date on which GMJ will commence work and will continue until such time as the performance period allowed by the granting entity expires or the project is completed and successfully closed out.

**5. GMJ'S SCOPE OF PROFESSIONAL SERVICES:**

GMJ will provide Grant Administration and Management Services (Homeowner Buyout or Homeowner Acquisition) for the Community Development Block Grant—Disaster Recovery Program as part of the County's recovery from the impacts of Hurricane Harvey. The scope of work is addressed more fully in the County's RFP (18-041/JW) and the County's Addendum No. 1, GMJ's proposal and Cost Clarification form, all of which are incorporated by reference for all purposes.

## 6. TERMS AND CONDITIONS OF PAYMENT FOR PROFESSIONAL SERVICES:

- 6.1. County agrees to compensate GMJ for the professional services described in the "Scope of Services" as determined by the grant guidelines and limitations promulgated by the Texas General Land Office and U. S. Department of Housing and Urban Development and based upon the amount of grant(s) the County receives.
- 6.2. County will review GMJ's invoices and will authorize payments by the GLO to GMJ within thirty calendar days after the day that the Jefferson County Auditor receives any given GMJ invoice, provided that the Jefferson County Auditor determines that GMJ should be paid pursuant to this Agreement, the laws of the State of Texas, and the laws of the United States. If the Jefferson County Auditor disputes any portion of any given GMJ invoice, County will notify GMJ within seven business days of the basis for the dispute. County will authorize payment for any undisputed portions of any GMJ invoices within thirty calendar days after the Jefferson County Auditor receives the disputed GMJ invoice(s).

## 7. REPORTING AND ACCOUNTABILITY:

- 7.1. Reporting. GMJ agrees to submit all required documentation and reports in accordance with the time frames required by the granting entity's guidelines. Additionally, GMJ agrees to keep the County Judge, Emergency Management Coordinator, County Auditor, Purchasing Agent and other officials as designated by any of the above, apprised as to all matters relating to all projects.
- 7.2. Access to Records. GMJ agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of GMJ that are pertinent to this Agreement. This right also includes timely and reasonable access to GMJ's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to this Agreement.
- 7.3. Ownership. GMJ expressly agrees that all information, data, and supporting documentation related in any way to the professional services that GMJ provides to County pursuant to this Agreement are solely County property.
- 7.4. Maintenance of Records. GMJ must keep and maintain GMJ's records, books, and other documents reasonably related to this Agreement in forms that the Jefferson County Auditor determines are compliant with generally accepted accounting practices.
- 7.5. Audit. The Jefferson County Auditor, its assigns, or any other governmental entity approved by County has the unrestricted right to audit the originals of any and all data, records, books, or documents related in any way to this Agreement. Upon written request by County to GMJ, GMJ will make the originals of such data, records, books, and documents available for auditing in Jefferson County, Texas within a reasonable time, but in no event later than

seven calendar days after County notifies GMJ of a request to perform an audit. GMJ must provide any and all electronic data in current Microsoft Word format or current Microsoft Excel format. GMJ will have no responsibility to bear expense for converting electronic data to other formats. Conversion of searchable text to any unsearchable format for any audit will constitute a material breach of this Agreement.

**7.6. Retention of Records.** All records, books, and documents reasonably related to this Agreement must be maintained and kept by GMJ for a minimum of four years after the termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before this four year period, then GMJ must keep the records, books, and documents for not less than four years **after** all litigation, claims, or audit findings are resolved. **GMJ is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement before the aforesaid time period for maintaining all of the records, books, or other documents has past.**

## **8. CONFIDENTIALITY:**

**8.1.** GMJ will not disclose privileged or confidential communications or information acquired in the course of the performance of the professional services under this Agreement, unless required by law. GMJ agrees to adhere to all confidentiality requirements, as applicable, for all of the professional services performed by GMJ for County under this Agreement.

**8.2. Texas Public Information Act.** GMJ acknowledges and agrees that GMJ's performance of professional services for County under this Agreement is subject to and subservient to the Texas Public Information Act in Chapter 552 of the Texas Government Code. Notwithstanding any other provision, including exemptions or exceptions to the Texas Public Information Act, GMJ agrees that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Texas Public Information Act, such provision will be of no force or effect. Furthermore, GMJ expressly acknowledges and agrees that County, the Commissioners Court, the County Judge, County Officials, County Department Heads, and County Employees ("County Requestors") may request advice, decisions and opinions of the Texas Attorney General about the application of the Texas Public Information Act to any information in County's or GMJ's possession. GMJ acknowledges and agrees that County Requestors have the right to rely on the advice, decisions, and opinions of the Texas Attorney General about the application of the Texas Public Information Act. GMJ hereby releases all County Requestors from any and all liability for any disclosure of any information about GMJ that is determined by County or the Texas Attorney General to be public information under the Texas Public Information Act.

**8.3.** Notwithstanding the foregoing, County and GMJ agree, to the extent

permitted by the Texas Public Information Act or any other lawful privilege, to keep confidential, and store in a secure area with limited access, any information related to this Agreement.

## **9. CONFIDENTIAL OR PROPRIETARY MARKING:**

Any information or documents GMJ uses in the performance of the professional services provided under this Agreement that GMJ considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or as otherwise required by law.

## **10. INDEMNIFICATION OF COUNTY BY GMJ:**

**10.1. To the fullest extent authorized by law, GMJ, including its assigns, subcontractors, officers, directors, employees (collectively, "GMJ") will forever waive, release, indemnify and hold harmless County, its Commissioners Court, elected and appointed officials and employees (collectively, "County") from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses of any kind or nature arising out of GMJ's performance of its obligations pursuant to this Agreement.**

**10.2. Approval and acceptance of GMJ's services by County will not constitute nor be deemed a release of the responsibility and liability of GMJ for the accuracy and competency of their services; nor will such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by GMJ in this regard. GMJ will defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.**

**10.3. NO INDEMNIFICATION BY COUNTY OF GMJ.** GMJ acknowledges and agrees that Jefferson County does not have the authority under Article XI, Section 7 of the Texas Constitution to indemnify GMJ or any other third party for damages arising under this Agreement.

**10.4. SURVIVAL.** These indemnification provisions will survive completion, suspension, termination, expiration or cancellation of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

## **11. INSURANCE:**

**11.1.** Within ten calendar days of the Effective Date of this Agreement, GMJ must furnish to the Jefferson County Purchasing Agent proof that GMJ has the following minimum insurance coverage in force. GMJ's insurance coverage must be provided by insurance companies that, in County's sole discretion, are acceptable to County. All of GMJ's insurance must be provided by

insurance companies that are authorized by the Texas Department of Insurance to do business in the State of Texas. GMJ must maintain all of the insurance coverage required by this Agreement during the whole term of this Agreement.

**11.2. Texas Workers' Compensation Insurance.**

GMJ must maintain Texas Workers' Compensation Insurance required by Subtitle A of Title 5 of the Texas Labor Code for all of GMJ's employees that provide professional services under this Agreement. If GMJ is self-insured, GMJ must provide the Jefferson County Purchasing Agent with evidence of a certificate issued by the Texas Workers' Compensation Committee (hereafter "TWCC") approving GMJ's self-insurance. GMJ expressly represents to County that GMJ's Texas Worker's Compensation Insurance coverage or approved self-insurance will be based on GMJ's proper reporting of classification codes and payroll amounts to the TWCC, and that all of GMJ's insurance coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the TWCC.

**11.3. Commercial General Liability Insurance, including Contractual Liability Insurance.**

GMJ must maintain commercial general liability insurance coverage, including contractual liability insurance coverage, in a minimum amount of \$1,000,000.00 for bodily injury and property damage per occurrence with a general aggregate coverage \$2,000,000.00.

GMJ's general liability insurance, including contractual liability insurance, must have a Waiver of Subrogation Endorsement that effectively waives any right that GMJ's insurance carrier(s) might have to recover any money from County through subrogation or any other legal remedy.

**11.4. Professional Liability: Errors or Omissions Insurance.**

GMJ will indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional services to County. GMJ expressly asserts to County that GMJ's professional liability errors or omissions insurance will insure County against any defects, errors, or omissions, and will secure, pay for, and maintain in full force and effect during the term of this Agreement and any subsequent extensions hereto and thereafter for an additional five years from the effective date of cancellation, termination, or expiration of this Agreement or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of \$1,000,000.00.

**11.5. GMJ agrees that, with respect to all of the above referenced insurance coverage requirements, all insurance contracts or policies must contain the following required provisions:**

11.5.1. Name County as additional insured as to all applicable coverage.

11.5.2. This insurance will not be canceled, limited in scope or coverage or

non-renewed until after thirty calendar days' prior written notice to County, or ten calendar days' notice to County for non-payment of premium, has been given by the insurance company to County.

- 11.5.3. Provide for an endorsement that any "other insurance" clause will not apply to County where County is an additional insured on the policy.
- 11.5.4. Provide for notice to County to the person and at the address shown below by certified mail, return receipt requested, and full postage paid, sent to the **Jefferson County Purchasing Agent, 1149 Pearl Street, Beaumont, Texas 77701**.
- 11.5.5. GMJ agrees to waive subrogation, and each applicable policy of insurance will state a waiver of subrogation, against County, including its elected officials, officers, employees, volunteers, agents and representatives, for injuries, including death, property damage, or any other loss.
- 11.5.6. GMJ will be solely responsible for all cost of any insurance as required here, any and all deductible amount or self-insured amount, which in no event will exceed ten percent of the amount insured and in the event that an insurance company should deny coverage.
- 11.5.7. All insurance policies or duly executed certificates for the same required to be carried by GMJ under this Agreement, together with satisfactory evidence of the payment of the premium thereof, must be delivered to the **Jefferson County Purchasing Agent, 1149 Pearl, Beaumont, Texas 77701** within ten calendar days of the Effective Date of this Agreement and upon material changes of such insurance policies, but not less than fifteen calendar days prior to the expiration of the term of such insurance coverage, or such non-delivery will constitute a material breach of this Agreement subject to immediate termination at County's sole discretion.
- 11.5.8. All insurance coverage required to be carried by GMJ or subcontractors under this Agreement must be acceptable to County in form and content, in County's sole discretion. All insurance policies must be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County will not relieve or decrease the liability of GMJ.

## 12. NONPERFORMANCE:

Except for suspension of work by GMJ due to County's failure to authorize payment for services, GMJ's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement will be a basis for termination of the Agreement by County. At County's sole discretion and with written notice by County, GMJ will be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement.

**13. SUSPENSION:**

Should County desire to suspend the work but not terminate the Agreement, County will issue a written order to stop work. The written order will set out the terms of the suspension. GMJ must stop all work and will cease to incur costs to County during the term of the suspension. GMJ must resume work when notified to do so by County in a written authorization to proceed. If a change in the Terms and Conditions of Payment for Professional Services section of this Agreement is necessary because of a suspension, a mutually agreed contract amendment must be executed in accordance with this Agreement.

**14. TERMINATION:**

Either party may, at its option, terminate this Agreement, in whole or part, by giving ten (10) calendar days prior written notice thereof to the other party with the understanding that all professional services being performed under this Agreement will cease upon the date specified in such notice. County will compensate GMJ in accordance with the terms of this Agreement for the professional services performed prior to the date specified in such notice. Upon receipt of such notice, GMJ will not incur any new obligations or perform any additional professional services and will cancel any outstanding obligations or professional services to be provided. Upon termination of this Agreement as herein above provided, all County data, documents and information in GMJ's possession must be returned to County within fifteen calendar days of the date of termination.

**14.1. Without Cause:** This Agreement may be terminated, in whole or in part, without cause, by County or GMJ upon ten (10) calendar days prior written notice to the non-terminating party.

**14.2. With Cause:** County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

**14.2.1.** Lack of, or reduction in, funding or resources;

**14.2.2.** Non-performance by GMJ or GMJ's failure or inability to perform or substantially perform, for whatever reason, the professional services required under this Agreement;

**14.2.3.** GMJ's failure to comply with the terms and provisions of this Agreement or GMJ's material breach of this Agreement;

**14.2.4.** GMJ's failure to comply with applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;

**14.2.5.** GMJ's failure at any time to have an active corporate existence in good standing with the Texas Secretary of State;

**14.2.6.** GMJ's failure at any time to be in good standing with the Texas Comptroller of Public Accounts or to be authorized to do business in

the State of Texas by the Texas Comptroller of Public Accounts;

**14.2.7.** If GMJ becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a 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, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; or

**15. NOTICE:**

Any notice to be given under this Agreement will be deemed to have been given if reduced to writing and delivered in person, or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request will be deemed to have been given three business days subsequent to the date it was so delivered or mailed.

**TO COUNTY:**

Jeff Branick  
County Judge  
Jefferson County, Texas  
1149 Pearl, 4<sup>th</sup> Floor  
Beaumont, Texas 77701

**TO GMJ:**

Carl R. Griffith, Jr.  
President  
Griffith, Moseley, Johnson & Associates, Inc.  
2901 Turtle Creek Drive, Suite 445  
Port Arthur, Texas 77642

**16. SEVERABILITY:**

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

**17. COMPLIANCE WITH LAWS:**

In providing professional services required by this Agreement, GMJ must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. GMJ will be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**18. GOVERNING LAW AND VENUE:**

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, will be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be

invalid, void, voidable or unenforceable, the remaining provisions will nevertheless continue in full force and effect. This Agreement is performable and enforceable in Jefferson County, Texas where the principal office of County is located and the state courts of Jefferson County will be the sole and exclusive venue and jurisdiction for any litigation, special proceeding, or other proceeding between County and GMJ that may be brought, or arise out of, in connection with, or by reason of this Agreement.

#### **19. AMENDMENTS AND CHANGES IN THE LAW:**

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law.

#### **20. THIRD PARTIES:**

The obligations of each party to this Agreement will inure solely to the benefit of County and GMJ, and no other person or entity will be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

#### **21. NO ASSIGNMENT PERMITTED:**

GMJ does not have the right to assign its rights and duties under this Agreement to any individual or entity.

#### **22. THE DOCTRINE OF CONTRA PROFERENTUM WILL NOT APPLY:**

The doctrine of *contra proferentum* will not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement will not be construed against the party who drafted the Agreement and such party will not be responsible for the language used.

#### **23. ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement and contract between County and GMJ. This Agreement supersedes any other agreement or contract, whether oral or written, between County and GMJ. Notwithstanding any other provision of this Agreement or any other contract or agreement between County and GMJ, this Agreement can only be modified by a subsequent written agreement or contract executed by and between County and GMJ.

#### **24. PREVENTION OF FRAUD AND ABUSE:**

GMJ must establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving GMJ's employees or agents must be reported immediately to County by GMJ. Moreover, GMJ warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees.

GMJ and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

## **25. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:**

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender. Any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

## **26. INDEPENDENT CONTRACTOR:**

GMJ, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of professional services covered under this Agreement, and will be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with this Agreement's requirements. There will be no contractual relationship between any subcontractor, agent, employee or supplier of GMJ and County by virtue of this Agreement. This provision of this Agreement will not be for the benefit of any other party other than County and GMJ.

## **27. ASSURANCES:**

- 27.1.** In providing the professional services described in the two "Scope of Services" sections of this Agreement, GMJ agrees to observe and comply with all licenses, legal certifications, or inspections required for the professional services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. GMJ's failure to comply with this assurance will constitute a material breach of this Agreement.
- 27.2.** GMJ is expressly prohibited from transferring or assigning its interest in this Agreement.
- 27.3.** GMJ, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the professional services hereunder are duly licensed or qualified to perform the required professional services. GMJ further agrees and ensures that all program or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.
- 27.4.** GMJ assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination

under any activity funded in whole or part under this Agreement. GMJ agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

- 27.5.** GMJ agrees to adhere to confidentiality requirements, as applicable, for the professional services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the professional services being provided hereunder.
- 27.6.** GMJ assures that it will not use any information, documents, or data provided to GMJ by County for any proprietary purposes and will not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- 27.7.** GMJ agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 27.8.** GMJ must comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, GMJ must furnish County satisfactory proof of compliance therewith.
- 27.9.** GMJ certifies that it is not aware of any conflicts of interest involving any Jefferson County official or employee related to this Agreement or the professional services provided under this Agreement.
- 27.10.** GMJ certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Jefferson County.

**27.11.** GMJ will develop and implement an agency-wide drug free work place policy. GMJ will also require that all contracts between itself and subcontractors also comply with said requirements.

**27.12.** GMJ understands that reimbursement for costs under this Agreement must be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.

**27.13.** Under Section 231.006, Texas Family Code, GMJ certifies to County that GMJ is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. GMJ hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**27.14.** GMJ certifies to County that GMJ is not delinquent on the repayment of any federal, state, or local debt or other obligation.

**27.15.** GMJ certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

**27.16.** Failure by GMJ to comply with any of these assurances or any other requirements specified within this Agreement will constitute a material breach of this Agreement and may result, at the sole discretion of County, in the rejection of GMJ invoices or the offset of funds billed in GMJ invoices or previously paid to GMJ.

**28. SIGNATORY WARRANTY:**

The person signing and executing this Agreement on behalf of GMJ, hereby warrants and guarantees that he is duly authorized by GMJ to execute this Agreement on behalf of GMJ and to validly and legally bind GMJ to all the terms of this Agreement.

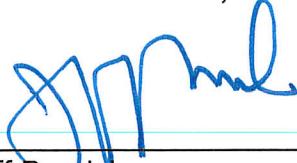
**29. ACCEPTANCES:**

By their signatures below, the duly authorized representatives of Jefferson County, Texas and Griffith, Moseley, Johnson & Associates, Inc. accept the terms of this Agreement in full.

EXECUTED this 5<sup>th</sup> day of November, 2018.

**JEFFERSON COUNTY, TEXAS:**

**BY:** Jeff Branick  
County Judge



**GRIFFITH, MOSELEY, JOHNSON & ASSOCIATES, INC.:**

**BY:** John Johnson  
Vice-President & General Counsel



Jefferson County, Texas

Griffith, Moseley, Johnson &  
Associates, Inc.

ATTEST  
DATE

11/5/18



October 1, 2018

Jack Brooks Regional Airport  
5000 Jerry Ware Dr. Suite 100  
Beaumont, TX 77705

Attn: Alex Rupp

Dear Mr. Rupp :

This letter outlines the services to be provided and terms of business under which e.Sullivan Advertising and Design, Inc. is to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing (October 1, 2018) or such date as shall be agreed and ending September 30, 2019.

The service that e. Sullivan Advertising and Design and staff will provide are summarized as follows:

1. Develop communications plans and budget estimates based on your marketing objectives and strategies. If possible, we will endeavor to relate these plans to measured objectives to determine effectiveness. We will also assist in developing marketing objectives and strategies if desired.
2. Provide all creative, production and media services to develop advertisements, commercials, media advertising plans, direct mail, billboards, brochures and other projects as required by the plan and as agreed to by the client. Arrange photography, printing, display construction, publicity, etc., as needed. Carry through production in all aspects to completion.
3. Provide continuous, as-needed, account service and consultation to ensure prompt completion of projects.
4. Provide public relations counsel on matters corporate or marketing, and maintain on-going publicity projects in accordance to the plan.
5. Develop and implement specialized areas of promotion as needed such as internal communications, telemarketing, direct response, sales presentations, incentive promotions, etc.
6. Maintain internal procedures that ensure budget control, prompt billing and quality control.

7. Provide regular contact reports on all meeting decisions, regular financial and project status reports.

***Approval and authority are provided as follows:***

The agency will submit the following to the client for approval: all advertising plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, cost estimates of these various items when required; and other specified projects. The agency will therefore require the client's authority before ordering production materials, making contracts with suppliers and making reservation or contracts for media space or time.

***Agency compensation is provided for as follows:***

For the purposes of this agreement, we are estimating our creative & production services to include but not limited to the following:

- Billboard Design (including up to three separate designs)
- Television Production (including up to three separate commercials)
- Radio Production (including up to three separate commercials)
- Newspaper / Magazine Advertisement Design
- Web Banner Advertisement Design

All media and outside services, such as artwork and mechanicals, as well as out-of-pocket expense, are charged to the clients. Project time for creative and production services, public relations services and special projects such as research are provided on an hourly rate basis and billed by project.

Although, we will only bill for time actually spent on these various projects and services, we agree that the total billing charges for all work done including creative design, media placement, fees, etc., will not exceed \$ 57,000.

Budget estimates are provided for all programs and, where necessary, quotations on individual projects are supplied. The fee service arrangement will be reviewed at the end of ending date of this agreement and may be renewed for a longer term if agreed to by both parties. Cost accounting procedures are maintained, based on a time-keeping system. Fee arrangements will be reviewed and renegotiated as necessary in light of this experience.

***Responsibility for Mistakes***

Agency will proofread all materials, including those approved in by Airport, which Agency produces for Advertiser hereunder. Agency shall be responsible for any additional costs incurred by Airport as a result of errors by Agency or a Third-party Supplier in production or proofreading, or in connection with product information.

***Termination:***

1 Termination by Either Party : Either party may terminate this Agreement, for cause, by giving the other party thirty (30) days written notice of termination. If the cause given is a breach of an obligation set forth in Agreement, the party can request from the breaching party, in writing, to cure the breach within thirty (30) days of receiving notice.

2 Agency's General Obligations Upon Termination

Agency shall transfer, assign, and make available to Airport or its representative all property and material in the possession or control of Agency or any Third-party Supplier which, pursuant to the terms of this Agreement, is the property of Airport, including all information regarding Airport's marketing, advertising, and promotion concepts and plans, and all orders, contracts, and other arrangements for unused space, time, services, and materials. Upon transfer, Airport shall assume all future obligations and liabilities incurred by Agency and authorized by Airport in accordance with this Agreement in connection with the transferred materials. If any contracts made and authorized by Airport in accordance with this Agreement cannot be transferred, Agency shall complete the performance of such contracts, which will be paid for by Airport in the manner described in this Agreement.

3 Agency's Media Obligations Upon Termination

Upon termination of this Agreement, Agency shall assign to the entity/agency designated by Airport all media buy commitments entered into by Agency on behalf of Airport, provided that Airport has authorized such commitments in accordance with this Agreement. In the event such authorized media buy commitments are non-assignable, Airport shall have the right to make the payments due under such media commitments directly to the Media Vendor.

4 Airport's Obligations Upon Termination

Airport will be liable to pay only for Agency Services actually rendered prior to the effective date of termination which includes costs associated with agreements, contracts, purchased services or products on behalf of Airport by Agency with Airport approval or by terms of the Agreement.

***Billing procedures are as follows:***

All invoices will be billed on or about the first (1<sup>st</sup>) of each month following the month when production & creative services took place. Production billing is itemized in terms of creative services, talent costs, computer art-work, photography, printing, etc., and billed by projects. Where a large project is required, agreement may be sought to invoice as work-in-progress, one-third (1/3) of estimated cost at commencement, one-third (1/3) on approval of camera-ready art, and final detailed invoice on delivery.

Our terms are net thirty (30) days from date of receipt of invoice.

If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

All that we need from you to proceed is a copy of this Letter of Agreement signed by an officer of the company acknowledging the terms of business as detailed. A copy is provided for this purpose.

We look forward to a long, mutually beneficial relationship and to contributing to the achievement of Jack Brooks Regional Airport's long term plan.

Yours sincerely,

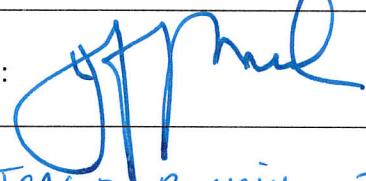
Eric Sullivan  
e.Sullivan Advertising & Design

Terms and conditions accepted by client:

Date:

November 5, 2018

Signature:



Title:

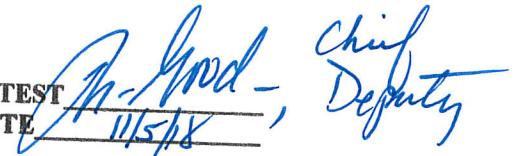
Jeff R. Branick, Jefferson County Judge

Company:

Jefferson County, Texas



ATTEST  
DATE



M. Good, Chief Deputy

11/5/18



**"Subscriber" Name:** 279th District Court

**Account Number:** 10000QC5H

**"LN":** LexisNexis, a division of RELX Inc.

### 1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

### 2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	1
---	---

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

### 3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

#### Lexis Advance Content & Features

Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
News	1010610	
All Briefs, Pleadings & Motions	1010612	

TX Practice Library	1010629	
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
12-01-2018 - 11-30-2019	76.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

#### **Subscriber elects access to the Alternate Materials**

(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

#### **4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 11-21-2018.

#### **5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

#### **6. SUPPORT AND TRAINING**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

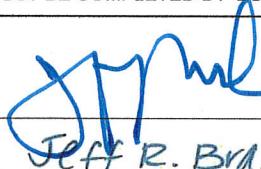
- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

#### **7. Miscellaneous**

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

AGREED TO AND ACCEPTED BY:

Subscriber: 279th District Court	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
 Jeff R. Branick	
Printed Name:	
Job Title:	
Date:	
Jefferson County Judge	
November 5, 2018	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature: Josh Roslan	
<small>Digital signature by Josh Roslan DN: cn=Josh Roslan, ou=LexisNexis, A division of RELX Inc, ou=Pricing Analyst SLG, email=jroslan@lexisnexis.com, c=US Date: 2018.11.01 10:14:42 -05'00'</small>	
Name: Josh Roslan	
Job Title: Pricing Analyst	
Date: 11111188	



ATTEST  
DATE 11/5/18 *J. Gord, Chief Deputy*

**AGENDA ITEM****November 5, 2018**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, the City of Nederland, Nederland and the Nederland Economic Development Corporation for Construction of Infrastructure for Air Port Development pursuant to Section 791.014, Texas Government Code.

THE STATE OF TEXAS  
§  
COUNTY OF JEFFERSON  
§

# INTERLOCAL AGREEMENT FOR CONSTRUCTION OF AIRPORT DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS

**WHEREAS**, on or about 2010, the City of Nederland (herein the "City"), with the consent of Jefferson County (herein the "County") and other entities, annexed property within the grounds of the Jack Brooks Regional Airport (herein the "Airport") managed and controlled by the County; and

**WHEREAS**, the Parties to this Agreement, which consist of the City, the Nederland Economic Development Corporation (hereinafter called "NEDC") and the County, agree that it might be advantageous to all Parties to provide opportunities for the commercial development of certain portions of the City annexed portion of the Airport property (herein the "Property"); and

**WHEREAS**, the NEDC, (tasked with assisting the economic development of the City), has agreed to provide certain funding opportunities to the County to expedite the completion of certain infrastructure improvements necessarily associated with the commercial development of the Property); and

**WHEREAS**, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; and

**WHEREAS**, the governing bodies of each party find that the performance of this agreement is in the common interest of all parties.

**NOW THEREFORE, BE IT RESOLVED** that the parties, pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) each acting through their respective governing bodies, hereby enter into this Interlocal Agreement (herein the Agreement").

## I. RECITALS

All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

## II. PURPOSE

The purpose of this agreement is to provide funding opportunities (herein the “NEDC Funding”) for construction by the NEDC of certain infrastructure improvements to the Property necessary to allow for the commercial development of that portion of the Airport Property immediately adjacent to the Highway 69 frontage road (herein the “Project”), and to allow for repayment of the NEDC Funding from income sources, not yet available to the County, but which income sources will be made available and/or created from completion of the Project. The Property and the location of the Project are as detailed in Exhibit “A” attached hereto.

### III. Scope of Agreement

(a) The Parties have been advised that until such time as certain infrastructure improvements (herein the “Infrastructure”) to the Property have been completed, including (i) drainage improvements, (ii) potable water access improvements, Deceleration Lanes for entrance to new access road off Highway 69 into the development and (iii) sewer access improvements, the commercial development of the Property will be significantly delayed, if not precluded. The Parties have received estimates that the cost of completion of said Infrastructure and related improvements ***will be as high as \$2,600,000.00***. Developers (herein the “Developer”) retained by the County and the Airport have advised that until commitments for the construction of such Infrastructure are completed, binding and enforceable tenant commitments (herein the “Tenant Commitments”) cannot be finalized.

(b) The NEDC has agreed to provide funding to the County (the “NEDC Funding”), in an amount ***NOT TO EXCEED \$2,600,000.00***, for completion of construction of the Infrastructure, with the actual tender of said NEDC Funding being **expressly subject to** the Developer disclosing and producing to the Parties, including the County, the NEDC and the City, binding and enforceable Tenant Commitments for development and occupation of the Property, with said Tenant Commitments being in numbers, form and content acceptable to the NEDC and the other Parties, in their sole discretion. In the event of receipt of Tenant Commitments acceptable to the NEDC and the other Parties, (i) the County will commence construction of the Infrastructure improvement as soon as reasonably practicable and (ii) the NEDC will, at the option of the County and/or the Airport, either reimburse the County/Airport the actual costs incurred in completion of the Infrastructure improvements detailed herein or will pay same directly on behalf of the County/Airport, subject to the maximum limitation detailed herein. Payment/reimbursement by the NEDC will be subject only to reasonable verification that the expense being paid and/or reimbursed is related to the actual construction of the subject Infrastructure improvements detailed herein.

(c) The County agrees to reimburse to the NEDC the NEDC Funding actually and finally advanced pursuant to this Agreement, with the repayment/reimbursement by the County being tendered through all net collections actually received by the County from the development of the Property, including particularly (i) all ground lease payments received by the County related to the Property, (ii) **not less than fifty (50%)** of all ad valorem tax payments received by the County on all real property leasehold improvements constructed on the Property and (iii) **not less than 50 (50%)** all business personal property and inventory ad valorem tax payments received by the County from businesses and/or entities (herein the “Tenants”) occupying any leasehold improvements constructed on the Property. Payments by the County to the NEDC of said funds shall be tendered within thirty (30) days of actual receipt of said funds by the County. Alternatively, the County, at its sole option, may authorize direct payment to the NEDC by the

Developer and/or the Tenants, of the funds detailed hereinabove, with said direct payments to continue, at the option of the County, until the net aggregate NEDC Funding has been repaid in full.

- (d) The County and NEDC recognize that reasonable and necessary easements must be granted by the County to enable contractors to construct the infrastructure envisioned in this project. The County hereby agrees that it will review requests for easements sought by persons, firms or entities who are retained by NEDC to accomplish infrastructure work if and when such requests are submitted to the Jefferson County Engineering Department in appropriate form. The County will endeavor to grant approval of proper easement requests as quickly as practicable.
- (e) Misspelled Words: Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.
- (f) This agreement shall take effect upon execution by all signatories hereinbelow.

**Jefferson County**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**City of Nederland**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Nederland Economic Development Corporation**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

TRI-CITY COFFEE SERVICE	222.55	452580	
DAWN DONUTS	45.50	452683	
ROAD & BRIDGE PCT.#1			268.05**
MUNRO'S	29.65	452546	
SOUTHERN TIRE MART, LLC	677.80	452586	
UNITED STATES POSTAL SERVICE	.82	452602	
LANSDOWNE-MOODY CO	191.47	452624	
ADVANCE AUTO PARTS	235.81	452660	
GULF COAST	880.65	452691	
ROAD & BRIDGE PCT.#2			2,016.20**
ENTERGY	257.82	452532	
ROAD & BRIDGE PCT. # 3			257.82**
SPIDLE & SPIDLE	2,707.00	452505	
BEAUMONT TRACTOR COMPANY	902.14	452510	
LOUIS' YAZOO SALES & SERVICE, LLC	159.80	452541	
MOTION INDUSTRIES, INC.	39.03	452545	
MUNRO'S	38.40	452546	
RITTER @ HOME	122.58	452558	
AT&T	74.21	452567	
SOUTHERN TIRE MART, LLC	90.00	452586	
HOWARD'S AUTO SUPPLY	76.07	452588	
LOWE'S HOME CENTERS, INC.	86.39	452609	
CINTAS CORPORATION	84.36	452686	
ROAD & BRIDGE PCT.#4			4,379.98**
BEAUMONT TRACTOR COMPANY	202.30	452510	
CITY OF BEAUMONT - WATER DEPT.	19.60	452513	
ALL-PHASE ELECTRIC SUPPLY	158.78	452519	
ENTERGY	1,242.55	452532	
KIRKSEY'S SPRINT PRINTING	24.95	452540	
M&D SUPPLY	31.29	452542	
MUNRO'S	94.83	452546	
OFFICE DEPOT	476.69	452550	
PHILPOTT MOTORS, INC.	1,045.84	452552	
POSTMASTER	150.00	452554	
WHOLESALE ELECTRIC SUPPLY CO.	214.60	452583	
TRANTEX, INC.	1,252.50	452591	
PATHMARK TRAFFICE PRODUCTS OF TEXAS	427.00	452613	
INTERSTATE ALL BATTERY CENTER - BMT	212.85	452638	
ON TIME TIRE	195.00	452654	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	132.15	452670	
GCR TIRES & SERVICE	31.00	452675	
CINTAS CORPORATION	80.66	452686	
ENGINEERING FUND			5,992.59**
OFFICE DEPOT	94.73	452550	
TRI-CITY COFFEE SERVICE	207.75	452580	
UNITED STATES POSTAL SERVICE	2.67	452602	
BRADLEY STAFFORD	1,217.17	452657	
PARKS & RECREATION			1,522.32**
ENTERGY	368.74	452532	
GENERAL FUND			368.74**
JEFFERSON CTY. CLERK	1,499.76	452502	
TAX OFFICE			1,499.76*
SOUTHERN COMPUTER WAREHOUSE	148.95	452508	

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT UNITED STATES POSTAL SERVICE	458.70 357.78	452550 452602	965.43*
AUDITOR'S OFFICE UNITED STATES POSTAL SERVICE	3.26	452602	3.26*
COUNTY CLERK CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE	75.44 224.19	452590 452602	299.63*
COUNTY JUDGE UNITED STATES POSTAL SERVICE HUBERT OXFORD IV JAN GIROUARD & ASSOCIATES LLC	1.62 500.00 200.00	452602 452636 452685	701.62*
RISK MANAGEMENT UNITED STATES POSTAL SERVICE	1.42	452602	1.42*
COUNTY TREASURER UNITED STATES POSTAL SERVICE	163.36	452602	163.36*
PRINTING DEPARTMENT OLMSTED-KIRK PAPER CINTAS CORPORATION	429.08 133.05	452551 452686	562.13*
PURCHASING DEPARTMENT BEAUMONT ENTERPRISE OFFICE DEPOT PORT ARTHUR NEWS, INC. UNITED STATES POSTAL SERVICE	4,810.90 490.81 1,699.93 14.03	452523 452550 452553 452602	7,015.67*
GENERAL SERVICES CASH ADVANCE ACCOUNT TIME WARNER COMMUNICATIONS SUPERIOR PRESS CHRISTOPHER J SACHITANO SPOK INC VECTOR SECURITY	40.00 2,442.76 2,448.38 4,140.00 3.00 37.00	452538 452572 452645 452666 452676 452696	9,111.14*
DATA PROCESSING DELL MARKETING L.P. FED EX TODD L. FREDERICK SPOK INC	1,218.00 14.67 157.51 12.09	452521 452528 452604 452676	1,402.27*
VOTERS REGISTRATION DEPT OFFICE DEPOT UNITED STATES POSTAL SERVICE	70.40 184.60	452550 452602	255.00*
ELECTIONS DEPARTMENT CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT	204.84 355.16 64.39	452590 452602 452603	624.39*
DISTRICT ATTORNEY FED EX CASH ADVANCE ACCOUNT OFFICE DEPOT UNITED STATES POSTAL SERVICE HIGGINBOTHAM INSURANCE AGENCY INC	92.67 951.66 1,333.77 103.01 71.00	452528 452538 452550 452602 452680	2,552.11*
DISTRICT CLERK			

NAME

AMOUNT

CHECK NO.

TOTAL

UNITED STATES POSTAL SERVICE	228.07	452602	228.07*
CRIMINAL DISTRICT COURT			
SOUTHERN COMPUTER WAREHOUSE NATHAN REYNOLDS, JR.	161.29	452508	
BRUCE N. SMITH	1,350.00	452557	
CHARLES ROJAS	800.00	452565	
JOHN D WEST	1,700.00	452594	
UNITED STATES POSTAL SERVICE	900.00	452596	
JOEL WEBB VAZQUEZ	13.55	452602	
ANTOINE FREEMAN	800.00	452619	
	900.00	452633	
			6,624.84*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.94	452602	.94*
136TH DISTRICT COURT			
TEXAS CORRECTIONAL INDUSTRIES	650.00	452575	650.00*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE STEVEN GREENE	104.24	452602	
	838.44	452667	
			942.68*
279TH DISTRICT COURT			
PHILLIP DOWDEN	975.00	452507	
NATIONAL COUNCIL OF JUV. & FAMILY	195.00	452547	
UNITED STATES POSTAL SERVICE	.41	452602	
ANGELA L MORMAN	204.76	452629	
			1,375.17*
317TH DISTRICT COURT			
NATIONAL COUNCIL OF JUV. & FAMILY	195.00	452548	195.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	25.77	452602	25.77*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	.68	452602	.68*
JUSTICE COURT-PCT 2			
TEXAS STATE UNIVERSITY SAN MARS	450.00	452566	
TEXAS MUNICIPAL COURT - JUSTICE	17.00	452577	
			467.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	39.42	452602	39.42*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	5.71	452602	5.71*
COUNTY COURT AT LAW NO. 2			
THOMAS J. BURBANK PC	300.00	452511	
UNITED STATES POSTAL SERVICE	6.05	452602	
			306.05*
COUNTY COURT AT LAW NO. 3			
OFFICE DEPOT	191.98	452550	
MARVA PROVO	250.00	452556	
BRUCE N. SMITH	500.00	452565	
JOHN D WEST	550.00	452596	
UNITED STATES POSTAL SERVICE	6.94	452602	
JOEL WEBB VAZQUEZ	300.00	452619	
ANTOINE FREEMAN	250.00	452633	
MATUSKA LAW FIRM	1,100.00	452671	

NAME	AMOUNT	CHECK NO.	TOTAL
JARED GILTHORPE	250.00	452673	
THOMAS WILLIAM KELLEY	250.00	452689	3,648.92*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.51	452602	2.51*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	7.75	452602	7.75*
SHERIFF'S DEPARTMENT			
AAA LOCK & SAFE	159.00	452500	
CHEMAX CORP.	216.21	452512	
CITY OF NEDERLAND	36.91	452515	
EQUINE MEDICINE & SURGERY	56.00	452526	
FED EX	310.71	452528	
GT DISTRIBUTORS, INC.	69.34	452530	
W.W. GRAINGER, INC.	125.02	452531	
HARBOR FREIGHT TOOLS	909.80	452535	
CASH ADVANCE ACCOUNT	1,210.62	452538	
OFFICE DEPOT	1,786.10	452550	
AT&T	309.52	452567	
KEESHA GUILLORY	150.00	452587	
UNITED STATES POSTAL SERVICE	448.34	452602	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	452607	
CHILD ABUSE & FORENSIC SERVICES	991.00	452608	
CLASSIC FORMS AND PRODUCTS	404.75	452614	
FIVE STAR FEED	167.50	452615	
GPSIT	480.00	452640	
GALLS LLC	658.50	452681	
AXON ENTERPRISE INC	480.00	452695	
FANNETT VETERINARY CLINIC	276.99	452709	9,279.26*
CRIME LABORATORY			
FED EX	136.45	452528	
FISHER SCIENTIFIC	562.92	452529	
CASH ADVANCE ACCOUNT	1,136.44	452538	
OFFICE DEPOT	93.59	452550	
SANITARY SUPPLY, INC.	97.18	452560	
HENRY SCHEIN, INC.	292.28	452561	
VERIZON WIRELESS	75.98	452600	
FULL SPECTRUM ANALYTICS, INC	16,560.00	452711	18,954.84*
JAIL - NO. 2			
AAA LOCK & SAFE	127.50	452500	
JOEY HILL	402.17	452503	
AVIALL	439.20	452509	
CURETON & SON	336.00	452520	
FAST SIGNS, INC.	50.50	452527	
W.W. GRAINGER, INC.	1,003.72	452531	
JACK BROOKS RÉGIONAL AIRPORT	2,379.60	452537	
M&D SUPPLY	344.33	452542	
OFFICE DEPOT	1,904.75	452550	
SANITARY SUPPLY, INC.	1,932.64	452560	
SETZER HARDWARE, INC.	24.08	452562	
SHERWIN-WILLIAMS	323.68	452564	
AT&T	989.47	452567	
WHOLESALE ELECTRIC SUPPLY CO.	426.67	452583	
MODICA BROS. TIRES & WHEELS	365.96	452605	
LOWE'S HOME CENTERS, INC.	379.53	452609	
DOGUET RICE MILLING COMPANY	192.00	452626	
ICS	1,005.72	452630	
THIRD COAST TINT	125.00	452635	
HUMANE RESTRAINT	1,199.30	452637	
INTERSTATE ALL BATTERY CENTER - BMT	507.80	452638	
WORLD FUEL SERVICES	913.06	452641	
JEFFERSON COUNTY CREDIT CARDS	63.03	452646	
INDEPENDENT STATIONERS	937.33	452650	
A1 FILTER SERVICE COMPANY	737.60	452652	

NAME	AMOUNT	CHECK NO.	TOTAL
SAM'S CLUB DIRECT	617.16	452656	
SAFETY SOURCE APPAREL	105.00	452659	
CONSTELLATION NEWENERGY - GAS DIVIS	1,329.86	452661	
MATERA PAPER COMPANY INC	331.36	452662	
KROPP HOLDINGS INC	1,134.04	452664	
BENCHMARK PLUMBING	630.79	452665	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,663.97	452669	
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	452672	
ENTERPRISE RENT A CAR COMPANY	56.65	452674	
GALLS LLC	932.94	452681	
THE MONOGRAM SHOP	36.00	452694	
FOOD MARKETING CONCEPTS INC	23,441.80	452698	
HARDIE'S FRESH FOODS	13,474.24	452699	
NATIONAL FOOD GROUP INC	6,937.96	452700	
BIMBO BAKERIES USA INC	925.80	452701	
CORRHEALTH LLC	78,900.85	452705	
KENYA DODD	77.00	452712	
			149,709.06*
JUVENILE PROBATION DEPT.			
FED EX	39.21	452528	
UNITED STATES POSTAL SERVICE	9.97	452602	
SHARON STREETMAN	43.60	452623	
SUMMER KENNISON	41.42	452690	
CHARITY HIGHTOWER	88.29	452708	
			222.49*
JUVENILE DETENTION HOME			
FLOWERS FOODS	91.45	452617	
BEN E KEITH FOODS	252.87	452618	
A1 FILTER SERVICE COMPANY	183.79	452652	
VACUUM CITY & UNIQUE GIFTS	17.50	452703	
			545.61*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	75.62	452602	
			75.62*
CONSTABLE-PCT 2			
OFFICE DEPOT	397.20	452550	
			397.20*
CONSTABLE-PCT 4			
MCNEILL INSURANCE AGENCY	71.00	452544	
			71.00*
CONSTABLE-PCT 6			
ULINE SHIPPING SUPPLY SPECIALI	140.90	452581	
UNITED STATES POSTAL SERVICE	7.75	452602	
SILSBEE FORD INC	363.08	452668	
			511.73*
COUNTY MORGUE			
TRIANGLE COMPUTER & TELEPHONE	555.65	452579	
			555.65*
AGRICULTURE EXTENSION SVC			
EPSILON SIGMA PHI	65.00	452524	
EPSILON SIGMA PHI	65.00	452525	
TCAAA	100.00	452569	
TCAAA	100.00	452570	
TEXAS GARDENER MAGAZINE, INC.	24.95	452576	
TEXAS A&M AGRILIFE EXTENSION SERVIC	85.00	452687	
			439.95*
HEALTH AND WELFARE NO. 1			
ENTERGY	70.00	452533	
MUNRO'S	107.02	452546	
OFFICE DEPOT	147.19	452550	
MCKESSON MEDICAL-SURGICAL INC	1,500.29	452592	
UNITED STATES POSTAL SERVICE	86.46	452602	
SAM'S CLUB DIRECT	93.42	452656	
			2,004.38*
HEALTH AND WELFARE NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
HANNAH FUNERAL HOME, INC.	1,500.00	452534	
MCKESSON MEDICAL-SURGICAL INC	2,300.29	452592	
AMERICAN CORPORATE SERVICES	136.25	452634	
MELANCON'S FUNERAL HOME	1,500.00	452649	
ENVIRONMENTAL CONTROL			5,436.54*
AT&T	32.54	452567	
INDIGENT MEDICAL SERVICES			32.54*
VECTOR SECURITY	360.00	452697	
TDS OPERATING INC	336.88	452704	
JAMES DYKES	600.00	452707	
MAINTENANCE-BEAUMONT			1,296.88*
CITY OF BEAUMONT - WATER DEPT.	242.58	452513	
COBURN'S, BEAUMONT BOWIE (1)	68.16	452517	
ECOLAB	209.95	452522	
ENTERGY	1,649.26	452532	
JOHNSON SUPPLY	80.18	452539	
M&D SUPPLY	122.89	452542	
RALPH'S INDUSTRIAL ELECTRONICS	37.26	452559	
SANITARY SUPPLY, INC.	864.73	452560	
ACE IMAGEWEAR	203.47	452563	
UNITED COMMUNICATIONS, INC.	55.16	452595	
ATTABOY TERMITE & PEST CONTROL	477.54	452639	
A1 FILTER SERVICE COMPANY	732.70	452652	
AT&T	12,847.94	452684	
MAINTENANCE-PORT ARTHUR			17,591.82*
BEAUMONT TRACTOR COMPANY	545.11	452510	
CITY OF PORT ARTHUR - WATER DEPT.	793.72	452514	
COBURN'S GROVES (5)	32.00	452518	
MOTION INDUSTRIES, INC.	261.76	452545	
SHERWIN-WILLIAMS	47.76	452564	
AT&T	1,348.50	452567	
LOWE'S HOME CENTERS, INC.	204.66	452609	
TEXAS GAS SERVICE	301.00	452612	
PARKER LUMBER	316.83	452644	
MAINTENANCE-MID COUNTY			3,851.34*
CITY OF NEDERLAND	57.56	452515	
ENTERGY	416.30	452532	
TIME WARNER COMMUNICATIONS	42.31	452574	
SERVICE CENTER			516.17*
CLASSIC CHEVROLET	201.60	452501	
ACTION AUTO GLASS	770.52	452504	
SPIDLE & SPIDLE	12,437.97	452505	
J.K. CHEVROLET CO.	119.83	452536	
MUNRO'S	45.90	452546	
PHILPOTT MOTORS, INC.	29.88	452552	
FASTENAL	156.66	452589	
JEFFERSON CTY. TAX OFFICE	7.50	452597	
JEFFERSON CTY. TAX OFFICE	7.50	452598	
JEFFERSON CTY. TAX OFFICE	7.50	452599	
BUMPER TO BUMPER	707.28	452620	
1800RADIATOR & AC	183.00	452678	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	452682	
DENNIS LOWE	216.90	452688	
VETERANS SERVICE			14,899.54*
UNITED STATES POSTAL SERVICE	.68	452602	
HILARY GUEST	100.17	452611	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	452679	
MOSQUITO CONTROL FUND			171.85*
			266,241.17**

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	46.91	452515	
JACK BROOKS REGIONAL AIRPORT	52.46	452537	
MUNRO'S	50.45	452546	
TIME WARNER COMMUNICATIONS	81.15	452573	
UNITED PARCEL SERVICE	11.92	452582	
FIRST CALL	9.06	452610	
JEFFERSON COUNTY AGRICUTLURE COMM	150.00	452643	
FEMA EMERGENCY			401.95**
BARNETT FENCE COMPANY	6,440.00	452622	
MARTIN PRODUCT SALES LLC	67.50	452625	
SILSSEE FORD INC	12,760.56	452668	
GULF COAST	2,185.50	452692	
J.C. FAMILY TREATMENT			21,453.56**
BEAUMONT OCCUPATIONAL SERVICE, INC.	412.65	452607	
SECURITY FEE FUND			412.65**
TRIANGLE COMPUTER & TELEPHONE	615.00	452579	
EMPG GRANT			615.00**
MIKE WHITE	187.00	452642	
ROBERT GRIMM	187.00	452710	
GRANT A STATE AID			374.00**
CASH ADVANCE ACCOUNT	238.75	452538	
HAYS COUNTY JUVENILE CENTER	125.86	452627	
TJJD	76,967.93	452653	
STATE VOLUNTEER RESOURCE COUNCIL	127.00	452658	
TRUECORE BEHAVIORAL SOLUTIONS LLC	22.93	452706	
CTJCA	125.00	452713	
COMMUNITY SUPERVISION FND			77,607.47**
UNITED STATES POSTAL SERVICE	52.87	452602	
HIGGINBOTHAM INSURANCE AGENCY INC	74.00	452679	
JEFF. CO. WOMEN'S CENTER			126.87**
SUPERIOR TIRE & SERVICE	37.90	452506	
CITY OF BEAUMONT - WATER DEPT.	1,070.72	452513	
M&D SUPPLY	36.18	452542	
KIM MCKINNEY, LPC, LMFT	225.00	452543	
PREMIUM PLUMBING	137.50	452555	
SYSKO FOOD SERVICES, INC.	1,347.06	452568	
TIME WARNER COMMUNICATIONS	37.84	452571	
PETTY CASH - RESTITUTION I	112.00	452584	
BEN E KEITH FOODS	1,382.22	452618	
ROCHESTER ARMORED CAR CO INC	125.83	452648	
MATERA PAPER COMPANY INC	516.69	452662	
SPOK INC	16.44	452676	
CINTAS CORPORATION	45.53	452686	
SHSP, LETPP & CERT GRANTS			5,090.91**
GALLS LLC	61,132.00	452681	
LAW OFFICER TRAINING GRT			61,132.00**
CASH ADVANCE ACCOUNT	2,298.78	452538	
GALLS LLC	169.00	452681	
COUNTY CLK RECORDS ARCHIV			2,467.78**
MANATRON	8,324.78	452631	
COUNTY RECORDS MANAGEMENT			8,324.78**

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.35	452602	.35**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	281.26	452546	
TRIANGLE BLUE PRINT CO., INC.	31.50	452578	
TRI-CITY COFFEE SERVICE	271.75	452580	
UNITED STATES POSTAL SERVICE	40.02	452602	
LA RUE ROUGEAU	95.92	452628	
ATTABOY TERMITES & PEST CONTROL	55.00	452639	
LANDSCAPER'S WHOLESALE MARKET	108.50	452651	
MATERA PAPER COMPANY INC	197.75	452662	
WHO-U-WIT ENTERTAINMENT, LLC	3,600.00	452714	4,681.70**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	975.00	452655	975.00**
COASTAL RESTORATION PRJCT			
LJA ENGINEERING INC	9,914.00	452655	9,914.00**
AIRPORT FUND			
CITY OF NEDERLAND	479.51	452515	
CITY OF NEDERLAND	154.62	452516	
SANITARY SUPPLY, INC.	65.90	452560	
INTERSTATE ALL BATTERY CENTER - BMT	79.98	452638	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	161.37	452670	
EASTERN AVIATION FUELS INC	64,202.41	452677	65,143.79**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	135,742.36	452647	
EXPRESS SCRIPTS INC	47,664.63	452702	183,406.99**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	5,857.18	452621	5,857.18**
SHERIFF'S FORFEITURE FUND			
ORANGE COUNTY ASSOCIATION FOR	2,000.00	452585	
THOMAS SAVOIE	17.30	452715	2,017.30**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,493.00	452476	
CLEAT	324.00	452477	
JEFFERSON CTY. TREASURER	13,506.24	452478	
RON STADTMUELLER - CHAPTER 13	157.50	452479	
INTERNAL REVENUE SERVICE	208.00	452480	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,240.00	452481	
JEFFERSON CTY. COMMUNITY SUP.	9,904.65	452482	
JEFFERSON CTY. TREASURER - HEALTH	505,977.31	452483	
JEFFERSON CTY. TREASURER - GENERAL	80.00	452484	
JEFFERSON CTY. TREASURER - PAYROLL	1,739,311.08	452485	
JEFFERSON CTY. TREASURER - PAYROLL	607,790.87	452486	
MONY LIFE INSURANCE OF AMERICA	109.01	452487	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,173.76	452488	
TGSLC	159.81	452489	
US DEPARTMENT OF EDUCATION	411.31	452490	
JEFFERSON CTY. TREASURER - TCDRS	654,692.03	452491	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,484.99	452492	
JEFFERSON COUNTY TREASURER	2,697.34	452493	
JEFFERSON COUNTY - TREASURER -	6,629.64	452494	
NECHES FEDERAL CREDIT UNION	43,417.70	452495	
JEFFERSON COUNTY - NATIONWIDE	51,877.62	452496	
JOHN TALTON	2,035.38	452497	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	452498	
BELINDA M ZURITA	230.77	452499	3,660,961.86**
MARINE DIVISION			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	20.65	452515	
JACK BROOKS REGIONAL AIRPORT	698.27	452537	
RITTER @ HOME	208.36	452558	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	452593	
VERIZON WIRELESS	341.91	452600	
SIERRA SPRING WATER CO. - BT	82.08	452603	
PUMP TEX, INC.	462.53	452606	
OTIS ELEVATOR COMPANY	2,783.76	452616	
THE DINGO GROUP-PETE JORGENSEN MARI	1,165.27	452632	
PALMER POWER	24.94	452663	
VECTOR SECURITY	933.88	452696	
ASAP - CONSTABLE			6,781.65**
TND WORKWEAR CO LLC	144.85	452693	144.85**
SHERIFF - COMMISSARY			
LOWE'S HOME CENTERS, INC.	377.97	452609	
			377.97**
			4,399,316.48***

**AGENDA ITEM****November 5, 2018**

Receive and file executed ARTICLES OF AGREEMENT between Jefferson County, Texas and the Jefferson County Deputy Constables Association October 22, 2018-September 30, 2022.

## ARTICLES OF AGREEMENT

Between

Jefferson County, Texas

and

The Jefferson County Deputy Constables  
Association

October 22, 2018-September 30, 2022

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## **ARTICLE 1**

### **Preamble**

### **SECTION I**

This Agreement is made and entered into by and between the County of Jefferson and the Precincts 1, 2, 4, 6, 7, and 8 Constables of said County, in the State of Texas, and the Jefferson County Deputy Constables Association, hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

### **SECTION II**

The general purpose of this Agreement is to promote the mutual interests of the County and the deputy constables; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "police officers" as defined in the Fire and Police Employee Relations Act of Texas, with the objective of providing a sound basis for the efficient and effective delivery of services to the public. The parties to this Agreement will cooperate fully to advance and achieve these purposes.

### **SECTION III**

The County and the Constable, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Fire and Police Employee Relations Act of Texas and all other applicable statutes.

## **ARTICLE 2**

### **Definitions**

- A. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County and the Constable, and the Jefferson County Deputy Constables Association.
- B. "Association" means the Jefferson County Deputy Constables Association.
- C. "Bargaining Unit" means all full time, paid sworn and certified deputy constables appointed by the Constable.
- D. "Base Pay" means the salary or wages paid to the deputy, exclusive of any longevity pay or any other supplemental pay or benefits that may be provided in this Agreement.
- E. "Board of Directors" means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.
- F. "Constable" means the duly elected or appointed Constable.

G. "County" means the governmental body of Jefferson County, Texas; and/or Commissioner's Court.

H. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County.

I. "County Judge" means the duly elected or appointed county judge who is charged primarily with the administration of Jefferson County.

J. "Office" means the Precinct 1,2,4,6,7, and 8 Constable's Office of Jefferson County, Texas.

K. "Deputy" means any sworn, full time, paid employee of the Precinct 1,2,4,6,7, and 8 Constable's Office, who is certified by the Texas Commission on Law Enforcement (TCOLE), except for the Constable.

L. "Discipline" means a suspension without pay or termination.

M. "Dispute" means any and all disputes arising under the Contract Dispute Resolution Procedure in Article 15.

N. "Emergency" means an unexpected happening or event, or an unforeseen situation or crises that calls for immediate action.

P. "Promotion" means advancement from a lower rank to a higher rank within the Constable's Office.

Q. "Regular Pay" means the total salary or wages paid to a deputy, exclusive of overtime pay, but including any types of pay supplements that may be included in this Agreement relating to longevity pay, education, specialized training or certification that are provided to a deputy on a recurring basis.

R. "Standby" means that an off-duty deputy has received an order from a superior officer to remain at home or other specific, known location awaiting a call to be immediately available for duty when called. The order must substantially interfere with the deputy's freedom to use his/her time off as desired. It does not include any requirement to wear a pager or other such device and does not include any rule or regulation requiring response to a pager; unless that rule or regulation requires response to pages so frequently or readiness conditions so restrictive that the deputy is not free to use the off-duty time effectively for his/her own benefit.

S. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

T. "Suspension" means when a deputy is temporarily relieved from duty by the Constable pursuant to Article 25. A deputy who is suspended remains an employee of the Constable's Office, but may not perform an official act unless so directed by the Constable. The Constable may suspend a deputy with or without pay.

U. "Termination" means an employee is no longer employed by the Constable's Office as a result of disciplinary action.

V. "Uniform" means any clothing which is required by the County or the Constable to have identifying paraphernalia attached to it.

### **ARTICLE 3**

#### **Duration**

#### **SECTION I**

This Agreement shall be effective as of the 22nd day of October, 2018 and shall remain in full force and effect until the 30th day of September, 2022 unless the parties mutually agree on an extension to some other date after September 30, 2022. In the event that the parties reach an impasse in collective bargaining negotiations as defined in Fire and Police Employee Relations Act of Texas prior to September 30, 2022 then this contract shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2024.

#### **SECTION II**

In the event that a Constable other than the signatory to this Agreement takes office any time during the term of this Agreement, said new Constable may, no later than thirty (30) calendar days after taking office, give the Association written notice of his intention to re-open negotiations with respect to those parts of this Agreement applicable to his rights and authority. The failure by the new Constable to give written notice within thirty (30) calendar days of taking office shall give implied consent that the terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Constable and the Association, and the parties reach an impasse in collective bargaining negotiations as defined in the Fire and Police Employee Relations Act of Texas, then all parts of this contract applicable to the Constable's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2024

#### **SECTION III**

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

## **ARTICLE 4**

### **Recognition**

#### **SECTION I**

The County and the Constable hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all deputies as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

#### **SECTION II**

The County, the Constable and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Constable's Office Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

## **ARTICLE 5**

### **Payroll Deductions**

#### **SECTION I**

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

#### **SECTION II**

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues shall be paid to the legally designated representative of the Association.

#### **SECTION III**

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The County shall begin making deductions in that amount within thirty (30) calendar days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve (12) month period.

#### **SECTION IV**

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those

members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

## **SECTION V**

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that no more than one special assessment shall be deducted by the County per Fiscal Year.

## **SECTION VI**

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

## **ARTICLE 6**

### **Conduct of Association Business**

#### **SECTION I**

The Association shall have the sole and exclusive right to all time off rights set forth in this Article.

#### **SECTION II**

Any member of the Board of Directors shall have the right to visit the premises of a Constable's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of a Constable's Office. A member of the Board of Directors shall provide a written request to the Constable about any visitation of the premises. The Constable shall not unreasonably deny any request to visit the premises.

#### **SECTION III**

Consistent with the Association leave pool provisions in Section 4 herein, the Association's negotiating team, not to exceed four (4) members, shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted.

## **SECTION IV**

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any member of the Board of Directors shall be done on the following basis:

A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the County or Constable shall not be construed as Association business. All Association business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.

B. Each deputy in the Bargaining Unit shall donate two (2) hours per year at the beginning of each new Calendar Year from vacation to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried forward into the next year until March 15. Any time that is carried forward that is not used by March 15 shall expire on that date.

C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the deputy's name; (2) the deputy's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his designee authorizing such leave. A record of such leave accrued and taken will be maintained by the County Auditor.

D. Association business leave may be suspended by the Constable in times of emergency, for lack of manpower, or for an operational contingency.

## **ARTICLE 7**

### **Bulletin Boards**

The Association shall have the sole and exclusive right to maintain a bulletin board at a Constable's Office in an area not exposed to public view. The board may be used for posting notices of (1) recreational and social events, (2) Association elections, (3) Association meetings, (4) reports of Association committees, (5) rulings or policies of the State or National Association, (6) legislative enactments and judicial decisions affecting public employee labor relations, and (7) notices or announcements pertaining to the political activities of the Association, except that specific endorsement letters for any political candidate shall not be posted. All postings shall be in compliance with the Texas Election Code and other applicable laws.

## **ARTICLE 8**

### **MANAGEMENT RIGHTS**

Subject to the terms of this Agreement and the Maintenance of Standards Clause set forth in Article 11, the Association recognizes the prerogative of the Jefferson County Commissioners' Court and the Constable to operate and manage their affairs in all respect and in

accordance with their responsibilities, rights and duties. Subject to the Maintenance of Standards Clause set forth in Article 11, all power and authority which has not been abridged, delegated, granted or expressly limited by some written provision of this Agreement is retained by the County and by the Constable.

## **ARTICLE 9** **Disallowed Practices**

### **SECTION I**

The County, Constable or the Association, as applicable, shall not engage in the following practices:

- A. Interfere with, restrain, or coerce deputies in the exercise of rights granted in this Agreement.
- B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under the Fire and Police Employee Relations Act of Texas as an exclusive bargaining representative.
- C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.
- D. Discharge or discriminate against any deputy because he/she has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by the Association.
- E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.
- F. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under the Fire and Police Employee Relations Act of Texas.
- G. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under this Agreement.
- H. Coerce, intimidate or induce any elected official or agent of the County to interfere with any deputies in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act of Texas or under this Agreement.

## **ARTICLE 10**

### **No Strike Clause**

#### **SECTION I**

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs or any other form of work stoppage or interference with business of the County or Constable's Office, and will cooperate with the County and Constable in preventing and/or halting any such actions.

#### **SECTION II**

Subject to Article 25, "Disciplinary Actions," the Constable may discipline and/or discharge any deputy who instigates, participates, or gives leadership to any act or conduct prohibited by Section 1 of this Article. The Constable may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

## **ARTICLE 11**

### **Maintenance of Standards**

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement. Provided, however, that any such standards, economic benefits or other conditions of employment shall have previously been established by a specific written and signed directive of the Constable or by Commissioners' Court, or have been mandated by (and consistent with) all State or Federal laws or regulations; and shall have been applied uniformly throughout the Office to all members of the Bargaining Unit, and any required funds shall specifically have been provided in the budget for such standards, economic benefits or other conditions of employment.

## **ARTICLE 12**

### **Uniforms and Equipment**

#### **SECTION I**

##### **Uniforms.**

The County shall issue to each deputy, who is required by the Constable to wear a uniform, five shirts and three pairs of pants. Uniforms will be replaced by the County on an as needed basis as determined by the Constable subject to budget appropriations sufficient for replacement. Uniforms that have been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

The County shall issue to each deputy one windbreaker and one set of rain gear.

## **SECTION II** Uniform Equipment.

The County shall issue to each deputy who is required to wear a uniform the following equipment:

- a. one full Sam Browne including keepers, holster, clip holders, bullet holders, flashlight holder, stick holder, handcuffs, handcuff case and portable radio holder.
- b. bullet proof vest.
- c. current penal code and traffic code.

The County shall issue to each deputy who is not required to wear a uniform the following equipment:

- a. holster, clip holders, bullet holders, handcuffs, handcuff case and portable radio holder.
- b. bullet proof vest.

All equipment will be replaced on an as needed basis. Any item that has been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

## **SECTION III** Radios.

The County shall provide each deputy with a portable radio for use while on-duty. Said radios shall be maintained in good operating condition and shall be replaced or repaired if not in working condition.

## **SECTION IV** Bullet-Proof Vests.

When required to be provided by this agreement, bullet-proof vests shall be replaced when:

- a. The vest has sustained job related damage that renders the vest unsafe for continued use.
- b. The age of the vest exceeds the time for use recommended by the manufacturer

## **SECTION V** Vehicle Maintenance and Replacement.

Vehicles shall be maintained by the County and kept in good and safe operating condition. Deputies shall be responsible to deliver the vehicles to an appropriate County service center for regular maintenance when required. Vehicles will be replaced when necessary as determined by this article.

The County shall furnish every Constable Office vehicle with the following equipment: two-way radio; cage; pump shotgun; flashlight/charger; first aid kit; jumper cables; fire extinguisher; and one case (24) of flares. This equipment shall be maintained in good working condition, and shall be replaced on an as needed basis. Any item that has been damaged due to abuse, misuse, or neglect shall be replaced at the expense of the Deputy causing the damage.

A Vehicle Assessment Committee consisting of a Constable or his/her designee, the President of the Association or his/her designee, and the County Service Center Supervisor, shall be created for the purpose of assessing the condition of each vehicle in use and determining whether or not each vehicle is safe for continued use. These determinations shall be made prior to the time that each Constable submits his office budget each year. In arriving at a decision, the Committee shall take into account the type of service to which the vehicle is suited or used, the anticipated mileage which the vehicle will have attained during the next budget year, the type of maintenance to be administered to the vehicle, and the overall condition of the vehicle, including age, mileage and type of prior usage.

If two (2) out of three (3) members of the Committee determine that a vehicle should be replaced, the Committee shall prepare a written report detailing the condition of the vehicle to the appropriate Constable and County Auditor. The report will be a component of a request for allocation of funds in the forthcoming budget for replacement of the vehicle.

At the request of any one (1) of the three (3) Committee members at any time during the year, the Committee shall evaluate the condition of a particular vehicle to determine whether or not the vehicle is safe for continued use. If two (2) out of three (3) members agree that the vehicle is unsafe, the vehicle shall immediately be taken out of service, and; (1) the vehicle shall either be restored to safe condition, or, (2) the County's procedure for acquisition of a replacement vehicle shall immediately be initiated by the Constable if funds for that purpose are available at that time, or, (3) the Committee shall prepare a condition report and a request for a replacement in the next budget.

This procedure shall apply only to those vehicles that were purchased by the County through its usual vehicle acquisition procedure, and shall not apply to vehicles that were acquired by seizure or by other means.

## **SECTION VI** **Reference Materials.**

The County shall provide each Constable's office with a current Family Code, Rules of Civil Procedure, Civil Practice and Remedies Code and Property Code. The County shall provide each deputy with a current Penal Code and Traffic Code.

## **ARTICLE 13** **Seniority**

### **SECTION I**

**Definition.**

Seniority shall be defined as the length of service by a deputy in his/her Constable's Office.

**SECTION II****Applicability.**

Consistent with the Sections of this Article, seniority shall apply in the selection of days off and vacation days for a deputy in his/her Constable's Office.

**SECTION III****Days Off/Vacations.**

Seniority shall be the sole factor in the selection of vacations, and based upon overall time of employment as a deputy in his/her Constable's Office. Seniority shall be the sole factor in the selection of days off, and shall be based upon time of employment as a deputy constable in his/her Constable's Office.

**ARTICLE 14**  
**Retirement**

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended.

**ARTICLE 15**  
**Contract Dispute Resolution****SECTION I****Scope.**

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving the budgetary power of Commissioners' Court, discipline which is subject to the procedure as set forth in Article 25, and except matters covered in Article 16, shall be resolved by the provisions in this article.

**SECTION II****Time Limits.**

The parties shall adhere to the time limits as set forth in this Article. In the event that an officer or the Association fails to meet the time limits at Step One (1) or Step Two (2) of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by a deputy, the Association, the Constable or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any time restrictions in this Article may be waived by written, mutual agreement of the parties.

### SECTION III

#### **Process.**

A dispute as defined in Section 1 above shall be handled as follows:

**Step 1.** Each deputy who alleges that a dispute exists shall, within fourteen (14) calendar days of the date the deputy knew or should have known of the existence of the alleged dispute, along with the Association President or his/her designee, first discuss the dispute with an immediate or intermediate supervisor, or the Constable, as applicable. The Deputy and the Association President or his/her designee is encouraged to attempt an informal solution to impending disputes by verbally advising the supervisor or Constable of such dispute as soon as possible.

**Step 2.** If the dispute is not resolved at Step One (1), then the grievant shall submit the issue in writing to the Constable within thirty (30) calendar days of the Deputy's actual or constructive knowledge of the occurrence causing the problem. The Constable shall determine whether the complaint should be answered by the Constable, the County Judge, or both. The Constable or his designee, and/or the County Judge, as applicable, shall provide a written response within twenty (20) calendar days after receipt of the complaint. Only grievances involving economic issues shall be filed with the County Judge.

The President of the Association, or his/her designee, may file a class action complaint with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the problem.

The complaint by an individual deputy or by the President of the Association shall include: (1) a statement of the complaint and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the deputy or Association President, as applicable.

**Step 3.** If the dispute is not resolved at Step 2, the grievant shall submit a copy of the written grievance filed at Step 2, and a copy of the response received, to the Association within ten (10) calendar days of the grievant's receipt of the Step 2 response.

A determination as to the validity of the complaint shall be made by an Association Grievance Committee created for that purpose. The Association Grievance Committee shall meet and render its decision within twenty (20) calendar days after receipt of the complaint.

In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and Deputy, if applicable) shall proceed to Step 4. In the event the Association Grievance Committee decides that no dispute exists, there shall be no further action under this procedure.

**Step 4.** If the complaint has not been settled at Step 3, the Association President, the Constable or the County Judge may request within thirty (30) calendar days after receipt of the Association's decision, that the matter be submitted to negotiation.

If a request for negotiation is made, the parties shall meet and confer concerning the complaint for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the matter.

If the parties cannot resolve the dispute within thirty (30) calendar days, they shall certify in writing that no resolution has been made.

**Step 5.** If the complaint has not been settled at Step 3, or no request is made by any party pursuant to Step 4 to submit the dispute for negotiation, then the Association shall have thirty (30) calendar days from the date that the grievant submitted the grievance at Step 3 to the Association, to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided. If the complaint is submitted for resolution at Step 4, the Association shall have twenty (20) calendar days from the date the parties certify that they cannot resolve the matter to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided.

The parties shall arbitrate consistent with the provisions set forth in Attachment 3, which is incorporated by reference into this Article.

The time limitations set forth above are to be strictly construed and the parties agree that the "mailbox rule" is not applicable to any time limitations set forth under this Agreement. Calendar days include weekends and holidays.

Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

## **ARTICLE 16**

### **Wages**

#### **SECTION I\***

**Wage Rates.** Deputies shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

#### MONTHLY RATES/EFFECTIVE DATES

##### Monthly Ranges

	<u>October 1, 2018</u>
Deputy Constable – 1 (0 – 12)	\$4,531.44
Deputy Constable – 2 (12-24)	\$4,790.19
Deputy Constable – 3 (24-48)	\$4,995.81
Deputy Constable – 4 (48-72)	\$5,201.39
Deputy Constable - 5 (72-96)	\$5,385.43
Deputy Constable – 6 (96-120)	\$5,571.14
Deputy Constable – 7 (120 – 180)	\$5,736.88
Deputy Constable – 8 (180+)	\$5,906.07
Chief Deputy Constable	\$6,985.47

##### Monthly Ranges

	<u>October 1, 2019</u>
Deputy Constable – 1 (0 – 12)	\$4,644.73
Deputy Constable – 2 (12-24)	\$4,909.94
Deputy Constable – 3 (24-48)	\$5,120.72
Deputy Constable – 4 (48-72)	\$5,331.42
Deputy Constable - 5 (72-96)	\$5,520.06
Deputy Constable – 6 (96-120)	\$5,710.41
Deputy Constable – 7 (120 – 180)	\$5,880.30
Deputy Constable – 8 (180+)	\$6,053.72
Chief Deputy Constable	\$7,160.11

##### Monthly Ranges

	<u>October 1, 2020</u>
Deputy Constable – 1 (0 – 12)	\$4,760.84
Deputy Constable – 2 (12-24)	\$5,032.70
Deputy Constable – 3 (24-48)	\$5,248.74
Deputy Constable – 4 (48-72)	\$5,464.71
Deputy Constable - 5 (72-96)	\$5,658.07
Deputy Constable – 6 (96-120)	\$5,853.17
Deputy Constable – 7 (120 – 180)	\$6,027.30
Deputy Constable – 8 (180+)	\$6,205.06
Chief Deputy Constable	\$7,339.11

##### Monthly Ranges

	<u>October 1, 2021</u>
Deputy Constable – 1 (0 – 12)	\$4,879.87
Deputy Constable – 2 (12-24)	\$5,158.52
Deputy Constable – 3 (24-48)	\$5,379.95
Deputy Constable – 4 (48-72)	\$5,601.34
Deputy Constable - 5 (72-96)	\$5,799.53

Deputy Constable – 6 (96-120)	\$5,999.50
Deputy Constable – 7 (120 – 180)	\$6,177.98
Deputy Constable – 8 (180+)	\$6,360.19
Chief Deputy Constable	\$7,522.58

Effective October 22, 2018, all members of the bargaining unit shall receive a three percent (3%) across-the-board wage increase.

Effective October 1, 2019, all members of the bargaining unit shall receive a two and a half percent (2.5%) across-the-board wage increase.

Effective October 1, 2020, all members of the bargaining unit shall receive a two and a half percent (2.5%) across-the-board wage increase.

Effective October 1, 2021, all members of the bargaining unit shall receive a two and a half percent (2.5%) across-the-board wage increase.

In the event that non-bargaining unit County employees receive a wage increase of more than two percent (2.5%) in Fiscal Years 2019 to 2021, then all members of the bargaining unit shall receive the same increase.

Bargaining unit members will be compensated during emergency closures in accordance with County policy in effect on October 31, 2017.

## SECTION II

### **Certification Pay.**

A. A deputy will be provided \$75.00 monthly, in addition to the base rate, whenever the officer attains an Intermediate Certification through TCOLE.

A deputy, who attains an Advanced Certification through TCOLE, shall be provided \$100.00 per month in addition to the base rate, and in addition to the \$75.00 that is being provided for the Intermediate Certification or Associate Degree.

A deputy who attains a Masters Certification through TCOLE shall be provided \$125.00 per month in addition to the base rate, and in addition to the \$100.00 that is being provided for the Advanced Certification and the \$75.00 that is being provided for the Intermediate Certification.

A deputy will be provided \$100.00 monthly, in addition to the base rate and Certification Pay, whenever the officer attains a Civil Process Proficiency Certification through TCOLE.

B. No deputy in a Constable's Office compensated pursuant to Section A of this Article shall receive more than a total of \$400.00 monthly for the Certification pay.

## SECTION III

### **Longevity Pay.**

In addition to the base wage rates, deputies shall be compensated longevity pay at the rate of \$6.26 per month per year of service, to a maximum of twenty-five (25) years of service (\$156.50 monthly maximum) by the County.

## **SECTION IV**

### **Miscellaneous Pay Issues.**

All Deputy Constable's hired after June 16, 1997 will be credited for any verifiable Texas State Law Enforcement experience for purposes of determining at which Deputy Constable rate they will be paid. However, no new hire can enter employment at a rate greater than that specified as the Deputy Constable-5 step.

Deputy Constables may transfer within the same rank to other Constable precincts without a loss in pay.

## **ARTICLE 17**

### **Hours of Work, Overtime, and Staffing**

## **SECTION I**

### **Work Day/Work Week.**

Deputies shall ordinarily work eight (8) hours or ten (10) hours per shift, as applicable; and forty (40) hours per week. The work day for all deputies shall include any shift briefings and training required by the Constable's Office.

## **SECTION II**

### **Overtime.**

All work performed by a deputy in excess of his/her regularly scheduled forty (40) hour work week shall be deemed overtime and shall be compensated on the basis of time-and-one-half the deputy's regular rate of pay. Excused absences with pay (specifically vacation, holiday, compensatory time and funeral leave) shall be deemed time worked for the purpose of computing hours worked.

## **SECTION III**

### **Court time.**

Deputies attending court during off-duty time shall be paid at the rate of time and one-half, with a two (2) hour minimum. On duty time spent in court will be paid at straight time. This provision applies to any hearing a deputy is required to attend as a result of his employment.

## **SECTION IV**

### **Call Back.**

Any deputy called back to duty from off-duty or on a regularly-scheduled day off shall be compensated at a minimum of two (2) hours pay.

## SECTION V

### **Standby.**

In the event that a deputy is ordered to standby prior to or after completion of a regular shift, the deputy shall receive one (1) hours pay for each four hours of standby. Except in the event of an emergency declared by the County Judge, no deputy will be required to Standby for more than eight hours in any 24 hour period.

## SECTION VI

### **Election.**

A deputy may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time provided, however, that overtime will be paid only as compensatory time unless sufficient budgeted funds remain for any cash payment.

## SECTION VII

### **Training time.**

Any training time required by a Constable's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article.

## ARTICLE 18

### Vacations

## SECTION I

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, a Deputy shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

<b>MONTH OF EMPLOYMENT</b>	<b>HOURS OF VACATION</b>
January	80
February	72
March	64
April	60
May	56
June	48
July	40
August	32
September	24
October	20

November	16
December	8

## SECTION II

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the deputy was first employed. Vacation hours are credited as of January 1 of each calendar year.

COMPLETED YEARS OF SERVICE	HOURS OF VACATION
1 through 4	80
5 through 9	120
10 through 14	160
15 and over	200

## SECTION III

Members of the bargaining unit who separate from the County's employment prior to completing twelve (12) consecutive months of service shall not be entitled to payment for accrued vacation. Members of the bargaining unit who separate after having completed at least twelve (12) consecutive months of service with the County shall be paid upon separation for any accrued, unused vacation to which they are entitled.

## SECTION IV

Members of the bargaining unit who have at least fifteen (15) years of continuous service may receive pay-in-lieu of no more than eighty (80) hours vacation annually. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all deputies making the request for the benefit. Provided, however, that to receive such pay, the request therefore must be made in writing to the Constable on or before May 31st of the calendar year prior to the year the benefit is to be paid and included in the budgetary request to the Commissioners' Court and approved and budgeted.

## SECTION V

In compliance with the Family Medical Leave Act of 1993, in documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has commenced his/her vacation may submit a request to the Constable for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld.

## SECTION VI

The Constable shall be responsible for scheduling vacations.

## SECTION VII

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following year. Reasonable accommodation must be given to Deputies so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination. Employees will not receive payment for vacation carried forward.

## ARTICLE 19

### Holidays

#### SECTION I

For purposes of this article one holiday is equal to eight (8) hours. Deputies shall receive the same holidays that all other County employees are provided by the County.

Based on the current holiday schedule provided the County and depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

#### SECTION II

If a holiday falls on a Deputy's regular day off, the County shall pay the Deputy eight (8) hours at straight time, in addition to the Deputy's regular pay. If a Deputy works a holiday, the Deputy shall be paid for eight (8) hours at time and one-half, in addition to the Deputy's regular pay.

#### SECTION III

In order to receive pay for a holiday, a bargaining unit member must work (if scheduled) the working day before and after the holiday. In the event of illness on either the day before or after the holiday, the bargaining unit member must provide a doctor's excuse for the day(s) absent in order to receive pay for the holiday.

## ARTICLE 20

### Sick Leave

Members of the bargaining unit shall be allowed sick leave with full pay in accordance with the following provisions:

#### SECTION I

Four (4) hours of sick leave shall be accumulated per pay period. Maximum hours that may be accumulated is fourteen-hundred forty (1440). Sick leave pay shall be at the regular rate of pay.

## **SECTION II**

Sick leave accrual starts with the date of employment, but sick leave may not be used until the member of the bargaining unit completes ninety (90) calendar days service with the County. Sick leave does not accrue while using sick leave, and only that sick leave that has been accrued prior to the time of illness may be used.

## **SECTION III**

Sick leave may be used for absence from duty because of personal illness, pregnancy, legal quarantine or illness in the immediate family or for any reason covered under the Family and Medical Leave Act. Immediate family for the purpose of this subsection shall include spouse, parent, guardian or dependent child.

## **SECTION IV**

The Constable may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leave shall be provided to the Auditor's office by the Constable. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, a deputy must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

## **SECTION V**

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

## **SECTION VI**

Members of the bargaining unit hired prior to October 1, 2002, with at least eight (8) years of continuous service who terminates employment may receive payment for one-half of their unused, accrued sick leave up to a maximum of seven-hundred twenty (720) hours. Members of the bargaining unit hired after October 1, 2002, with at least eight (8) years of continuous service who terminate employment may receive payment for 10% of their unused, accrued sick leave. However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

## **SECTION VII**

### **Funeral Leave.**

In the event that a Deputy suffers a death in the family, the Deputy may take up to three (3) work days off with pay. The word "family" shall include spouse, child, parent, guardian, brother, sister, grandfather, grandmother or grandchild of the deputy, or of the deputy's spouse.

## **SECTION VIII**

Deputies who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time in addition to the amount of vacation time that the Deputy is entitled to under ARTICLE 18 of this Agreement.

## **SECTION IX**

### **Personal Leave.**

Subject to the approval of the Supervisor, deputies may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These sixteen (16) hours are to be used for non-medical appointments, such as, parent-teacher conferences, personal business that deputies are unable to conduct during normal working hours because of work schedules or events such as school plays, etc., and time off to vote. Deputies must schedule personal time off at least twenty-four (24) hours in advance. Personal leave does not accrue from year to year and unused personal leave will not be paid upon separation from the County. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully completes ninety (90) calendar days of employment. Each deputy shall be credited with 16 hours of Personal Leave each January 1 or upon employment.

## **ARTICLE 21**

### **Injury Leave**

## **SECTION I**

A Deputy who is injured on the job shall receive temporary income benefits as prescribed by the Texas Worker's Compensation Act and the Texas Constitution Article 3, Section 52e.

## **SECTION II**

Injury leave may be charged to FMLA leave if applicable. Deputies off on injury leave will not receive holiday pay.

## **SECTION III**

The Commissioner's Court will review each Worker's Compensation case at the time the County supplement ends, and may extend supplemental benefits if desired.

## **ARTICLE 22**

### **Leave of Absence**

## **SECTION I**

After a deputy's sick leave and all other available accrued leave have been exhausted and the deputy has been absent for eighty (80) hours without pay, the Constable shall recommend to the Commissioner's Court for approval to:

A. Dismiss the deputy; or

B. Place the deputy upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

## **SECTION II**

A leave of absence without pay may be granted at the discretion of the Constable, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

## **SECTION III**

No vacation, sick leave or credit for retirement service shall accrue while a deputy is on leave of absence without pay, for any reason.

## **SECTION IV**

A deputy shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

## **ARTICLE 23**

### **Military Leave**

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to one hundred and twenty (120) hours per year. The deputy should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, a deputy must provide at least thirty (30) calendar days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required.

2. A Department Head/Elected Official must reschedule an affected deputy's work schedule, if at all possible, to avoid conflicts between work and Reserve or National Guard duty to ensure that the employee works a full week.

3. Deputies having a minimum of one (1) year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:

A. Compensation

If the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County.

To receive supplemental pay from the County, the deputy must furnish a certified statement of the military pay and allowances for the time off. The deputy must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor. If the deputy fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

#### B. Benefits

During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for deputies on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement.

Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Department), and shift assignments.

During the period of military leave, deputies shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance Programs, with the employer contribution paid by the County and the employee contribution paid by the deputy. The County Health and Life Insurance Programs contain exclusions for acts of war. Deputies who are called to: 1) active military duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the deputy discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document.

The deputy must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

Upon their return, such deputy will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

### **ARTICLE 24**

#### **Jury Duty**

Deputies may be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Deputies shall return to work during the time not retained by the court. Court duty that is a result of an action taken by the employee which is unrelated to their employment with the County or that will personally affect him/her shall not be entitled to regular pay. In these instances, the employee will be required to use vacation, personal leave, or leave without pay.

## **ARTICLE 25**

### **Disciplinary Actions**

#### **SECTION I**

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Constable.

#### **SECTION II**

Upon notification of a complaint filed by any person, or initiated by the Constable due to job performance, the Constable shall thoroughly investigate within a reasonable period of time consistent with the nature of the complaint being investigated.

#### **SECTION III**

Upon completion of any investigation, the Constable shall determine the disciplinary action to be taken against the affected deputy. The decision of the Constable shall be based upon whether or not just cause exists for the discipline. For the purposes of this Section, the term "just cause" means that the disciplinary action of the Constable's Office was reasonable in light of all circumstances; or was done for good and sufficient reasons.

#### **SECTION IV**

Within fourteen (14) calendar days of the Constable's decision to discipline a Deputy, the Deputy may invoke his right to binding arbitration pursuant to the rules of the American Arbitration Association by submitting the request for arbitration in writing to the civil department for Jefferson County at facsimile 409-784-5893 or hand delivery to the Jefferson County Criminal District Attorney's Office, ATTN: Civil Department, 1085 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, Texas 77701. The time limitations set forth in this section is to be strictly construed and the parties agree that the "mailbox rule" is not applicable to this section. Calendar days include weekends and holidays.

Failure to adhere to any time limits in this Section may be pled in bar to either arbitration or any legal action.

## **ARTICLE 26**

### **Insurance**

## **SECTION I**

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

## **SECTION II**

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premium for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half-match the dependent matching ratio for bargaining unit employees shall automatically be set at the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

## **SECTION III**

Jefferson County is self-insured for liability exposure under the Texas Torts Claim Act. Employees who operate a county vehicle exclusively on county business would normally be covered if they were at fault in a vehicle accident. Operation and Insurance coverage regarding county vehicles is governed by the Jefferson County Policies and Procedures Section 6.3.

### **ARTICLE 27** **Miscellaneous Provisions**

## **SECTION I**

The County shall reimburse any deputy for personal items stolen or damaged as a result of a work-related incident up to a maximum amount of \$500.00 per occurrence; provided that the Constable has approved the personal item as necessary and work related; provided the deputy files a written report of the incident within twenty-four (24) hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the deputy's work; provided that the loss or damage was not due to the negligence of the deputy; and provided further that the deputy provides documentation acceptable to the County of the value of the item or cost of repair, if repairable, within thirty (30) calendar days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality.

Excluded from this provision are any items that are prohibited by the Constable for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Deputy that does not aid in the furtherance of the job duties.

## **SECTION II**

Deputies may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3. Said review of personnel files shall take place during the

regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

### **SECTION III**

Deputies shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any deputy to perform non-bargaining unit work.

### **SECTION IV**

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

### **SECTION V**

The Constable and/or County shall provide the following materials to every deputy:

A. A copy of all county personnel policies, Constable's Office operations manual and rules and regulations.

B. A copy of this Agreement.

### **SECTION VI**

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

## **ARTICLE 28** **RESERVE DEPUTY CONSTABLES**

This article is to explain the extent of the reserve constables program for the mutual understanding of the parties.

The parties desire to express in written terms the extent to which the reserve constable's program will not affect members of the bargaining unit of the Constable's office or their rights under the collective bargaining agreement.

A. The Constable's Reserve Deputy Program is not designed to perform or replace the duties of a deputy constable. No reserve deputy constable will ever replace a deputy constable.

B. The Precincts Reserve Deputy Constables will be used only in emergency situations.

C. The Constable will hold no more than two (2) Reserve Deputy Constable positions (licenses).

D. The Reserve Deputies are required to keep up the continuing education credits to maintain their licenses under TCOLE rules and under the Rules and Regulations of the Constable's office. All future reserve deputy constables will have to abide by the same rules and regulations.

## **ARTICLE 29** **Closing Statements**

### **SECTION I**

#### **Savings Clause.**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

### **SECTION II**

#### **Full and Final Scope of the Agreement.**

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 11), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written,

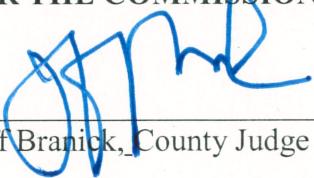
except as herein contained. Subject to the Maintenance of Standards clause (Article 11), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

### SECTION III

#### Approval.

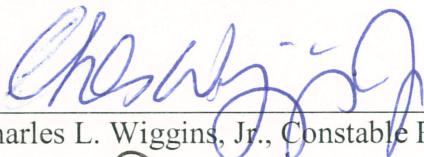
This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 and has been approved by the Constables by their signatures being affixed hereto, and has been ratified by the Jefferson County Deputy Constable's Association on the 22<sup>nd</sup> day of October, 2018.

#### FOR THE COMMISSIONER'S COURT:

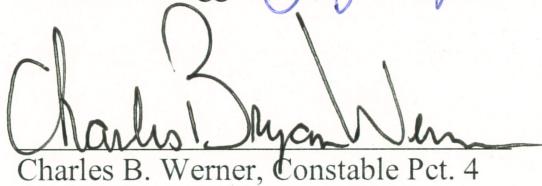


Jeff Branick, County Judge

#### FOR THE CONSTABLE:



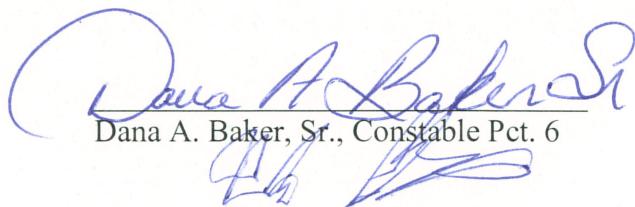
Charles L. Wiggins, Jr., Constable Pct. 1



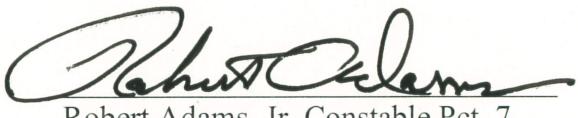
Charles B. Werner, Constable Pct. 4



Christopher Bates, Constable Pct. 2



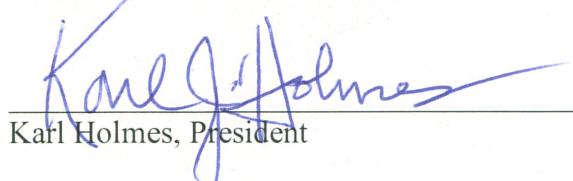
Dana A. Baker, Sr., Constable Pct. 6



Robert Adams, Jr. Constable Pct. 7

Eddie Collins, Constable Pct. 8

#### FOR THE ASSOCIATION:



Karl Holmes, President

**ATTACHMENT 1**  
**Arbitration**

A. If a grievance is submitted to final, binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be final and binding upon the County, the Constable and the Association.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator.

E. Notwithstanding any other provision in this agreement, a determination by the County that results in a reduction in the number of authorized, full-time paid deputy constable positions is not subject to arbitration and an arbitrator shall have no jurisdiction to render a decision increasing the number of authorized and budgeted deputy constable positions. The Arbitrator lacks jurisdiction on any issue wherein the Arbitrator changes or limits the budgetary power of the Jefferson County Commissioners' Court.

**ATTACHMENT 2**  
**Non- Binding Arbitration**

A. If a grievance is submitted to non-binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and the remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the Arbitrator shall be advisory only, however, the County and/or Constable, and the Association may voluntarily agree to accept the arbitrator's decision as a resolution to the grievance within thirty (30) calendar days of the party's receipt of the decision; and if the parties do agree to accept the decision, it is final and binding.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator if the parties agree to accept the award as the resolution of the grievance. In the event that any party to the grievance refuses to accept the award of the arbitrator, that party shall pay the entire fee and expenses of arbitrator.

**AGENDA ITEM****November 5, 2018**

Consider and possibly approve a Resolution to Amend the Pace Program in Jefferson County.



# Resolution

STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TX

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_ and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following Resolution was adopted:

## **RESOLUTION TO AMEND THE PACE PROGRAM IN JEFFERSON COUNTY**

WHEREAS, the 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the "PACE Act"), which allows the governing body of a local government, including a County, to designate an area of the territory of the local government as a region with in which an authorized local government official and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease energy or water consumption or demand;

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, agricultural, and large multifamily residential real property in Jefferson County will further the goals of energy and water conservation without cost to the public;

WHEREAS, the Commissioners Court finds that third-party financing of energy and water conserving project s through contractual assessments maintained by Jefferson County ("PACE financing") furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions;

WHEREAS, the Commissioners Court adopted a Resolution of Intent to establish a PACE program for Jefferson County on February 27, 2017, including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the Jefferson County website and for inspection in the County office;

WHEREAS, The Commissioners Court finds that the administration of the PACE program by one or more qualified non-profit organizations or registered municipal advisory firms as independent third-party Authorized Representatives contracted by Jefferson County and compensated by application and administration fees paid by the participating property owners, will enable the program to be administered without use of County resources, will assure the objectives of impartiality and confidentiality of owner information , and will be convenient and advantageous to Jefferson County; and

WHEREAS, the Commissioners Court also finds that because no County funds will be expended for PACE financing of the Authorized Representative's services, the selection of such an independent third-party Authorized Representative is not subject to the Professional Services Procurement Act or other County purchasing requirements; and

WHEREAS, the Commissioners Court held a public hearing on March 20, 2017 at 1:30 p.m. in the County Commissioners Courtroom, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, TX 77701, at which the public hearing could comment on the proposed program, including the report available for public inspection as mentioned above and as required by Section 399.008(a)(2): and

WHEREAS, the Commissioners Court adopted a Resolution to establish a PACE program for Jefferson County on March 20, 2017, including a reference to the report on the proposed program prepared as required by Section 399.008(a)(3) of the PACE Act and made the report available to the public on the Jefferson County website and for inspection in the County office; and

WHEREAS, the Commissioners Court held a public hearing on \_\_\_\_\_, 2018 at its regular meeting of Commissioners Court beginning at \_\_\_\_\_. in the County Commissioners Courtroom, Jefferson County

Courthouse, 1149 Pearl Street, Beaumont, TX 77701, at which the public hearing could comment on the proposed program, including the amended report ("Amended Report") available for public inspection as mentioned above and as required by Section 399.008(a)(3):

NOW THEREFORE, BE IT RESOLVED by the Commissioners Court of Jefferson County that:

1. Recitals. The recitals to this Resolution are true; and correct and are incorporated into this resolution for all purposes.
2. Amendment of Program. Jefferson County hereby amends the Jefferson County Property Assessed Clean Energy Program ("Jefferson County PACE") to incorporate and approve the amendments set forth in the Amended Report and the other amendments set forth herein, herein called "the Program," and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose and is convenient and advantageous to Jefferson County and its citizens. Except as amended by this Resolution or as amended by the Amended Report, the Program is ratified and affirmed in all respects.
3. Contractual Assessments. Jefferson County will, at the property owner's request, impose contractual assessments on the property to repay PACE financing for qualified energy and water conserving projects available to owners of privately owned commercial, industrial, and large multifamily property.
4. Qualified Projects. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or agricultural real property or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. Region. The boundaries of the entire geographic area within Jefferson County's jurisdiction are included in the boundaries of the region where PACE financing and assessments can occur.
6. Third-Party Financing. Financing for qualified projects under the Program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the Authorized Representative to service the debt through assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to financing documents executed between the lenders and the owners. Jefferson County will maintain and continue the assessments for the benefit of such lenders and will enforce the assessment lien for the benefit of a lender in the event of a default by an owner. Jefferson County will not, at this time, provide financing of any sort for the Jefferson County PACE program. Lenders must agree that, in the event of non-payment (or insufficient payment) of any non-PACE ad valorem taxes for a tax year, if any PACE assessment payments are received by lenders with respect to that same tax year, the PACE assessments will be subordinated to the payment of the non-PACE ad valorem taxes; accordingly, in such event, capital provider must agree to remit to the County any PACE assessments received with respect to such tax year in an amount up to the amount of any such non-payment. Jefferson County will not provide financing under the Program.
7. Authorized Representatives. The Commissioners Court will designate one or more non-profit organizations or registered municipal advisor firms to act as the Authorized Representatives with authority to enter into written contracts with the record owners of real property in Jefferson County to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the owners' property and enter into written contracts with the parties that provide third-party financing for such projects to

service the debts through assessments. The Jefferson County Judge or his designee will be the liaison with the Authorized Representatives.

8. Enforcement. The County will enforce the collection of past due assessments and may contract with a qualified law firm to assist in collection efforts.
9. Report. The Amended Report on the PACE program, prepared in accordance with Section 399 of the Texas Local Government Code is attached and incorporated into this resolution. The County will post the Resolution to Amend the PACE Program and Amended Report on the County website and make it available for public inspection at co.jefferson.tx.us
10. Additional Amendment of Program. The Commissioners Court may further amend the Jefferson County PACE Program by resolution. However, another public hearing is required before the Program may be amended to provide for County financing of qualified improvements through assessments.

FINAL REPORT attached as Exhibit "A"

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

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Judge Jeff R. Branick,  
County Judge

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Eddie Arnold  
Commissioner, Precinct 1

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Brent A. Weaver  
Commissioner, Precinct 2

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Michael Shane Sinegal  
Commissioner, Precinct 3

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Everette "Bo" Alfred  
Commissioner, Precinct 4

**AGENDA ITEM****November 5, 2018**

Consider, possibly approve, receive and file Resolutions and Inter-local Agreements for the listed taxing entities regarding the collection of delinquent taxes pursuant to Sections 6.30 and 33.11, Texas Tax Code:

Taylor Landing

Northwest Forest Municipal Utility District

Jefferson County Drainage District #3

Jefferson County, Texas

City of Bevil Oaks

Nederland Independent School District

Sabine Pass Port Authority

Hamshire-Fannett Independent School District

City of Beaumont

City of Port Neches

Beaumont Independent School District

City of Nederland

Port Neches-Groves Independent School District

City of Port Arthur

City of Groves

Jefferson County Drainage District #6

Port Arthur Independent School District

Jefferson County Drainage District #7

## LINEBARGER GOGGAN BLAIR &amp; SAMPSON, LLP

ATTORNEYS AT LAW

1148 Park Street

Beaumont, TX 77701-3614

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Main: 409.832.9483

October 31, 2018

**ATTN: Fred Jackson, Attorney to the County Judge**

Jefferson County, Texas  
P.O. Box 4025  
Beaumont, TX 77704

**RE: INTERLOCALS & RESOLUTIONS – RECEIVED & READY FOR FILING**

Dear Mr. Jackson:

Please find enclosed the list of Interlocal agreements and resolutions for each of the taxing entities that are subject to the current Interlocal agreement, which authorizes Jefferson County to collect taxes on its behalf. Any entity not listed below indicates that they are subject to statutory provisions that do not require an additional agreement.

Once all of the Commissioners and County Judge have signed the documents and they have been filed stamped by the county clerk, the entities have requested a duplicate copy of the certified documents so that they may have a copy for their internal records.

If you have any questions, please contact us at 409-832-9483.

Sincerely,



Danielle Nettles, Attorney

Enc: (1)

Cc: Allison Getz, Clayton Mayfield, Kathleen Kennedy

## LINEBARGER GOGGAN BLAIR &amp; SAMPSON, LLP

ATTORNEYS AT LAW

1148 Park Street

Beaumont, TX 77701-3614

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Main: 409.832.9483**Interlocals Received by LGBS and Remitted to Jefferson County**

1. City of Taylor Landing
2. Northwest Forest MUD
3. Jefferson County
4. DD3
5. City of Bevil Oaks
6. Nederland ISD
7. Sabine Pass Port Authority
8. Hamshire Fannett ISD
9. City of Beaumont
10. City of Port Neches
  - a. With Duplicates
11. Beaumont ISD
12. City of Nederland ISD
13. Port Neches-Groves ISD
14. City of Port Arthur
15. City of Groves
16. DD6
  - a. With Duplicates
17. Port Arthur ISD
18. DD7
19. Port of Port Arthur Navigation

**AGENDA ITEM****November 5, 2018**

Receive and file executed Inter-local Contract between Jefferson County, Texas and The Department of Information Resources Relating to the Use of the DIR Shared Services Master Service Agreements pursuant to Chapter 791, Texas Government Code.

**INTERLOCAL CONTRACT  
BETWEEN  
THE DEPARTMENT OF INFORMATION RESOURCES  
AND  
JEFFERSON COUNTY  
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE  
AGREEMENTS**

This Interlocal Contract ("ILC" or "Contract") is entered into by the governmental entities shown above as contracting parties (referred to individually as a "Party" and collectively as the "Parties") pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created to give effect to the intent and purpose of Subchapter L, Chapter 2054, Texas Government Code, concerning statewide technology centers, specifically sections 2054.376(a)(3), 2054.3771, and 2054.3851.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the "Receiving Entity" or the "DIR Customer."

This ILC authorizes DIR Customer to participate in the Department of Information Resources ("DIR" or "Performing Agency") Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR's Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider ("MSI SCP") and various Service Component Providers ("SCP"). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website ("DIR Shared Services Contracts") and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

**SECTION I  
CONTRACTING PARTIES**

**DIR CUSTOMER:** Jefferson County

**PERFORMING AGENCY:** Department of Information Resources

## SECTION II

### STATEMENT OF SERVICES TO BE PERFORMED

#### 2.1 Effect of ILC and General Process

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

#### 2.2 DIR Shared Services Program Process

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. SCP(s) will respond with a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service. DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of

this ILC and the relevant Shared Services Contract(s). Later termination of a Service or solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

### **2.3 Change Orders and Change Control**

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

## **SECTION III DIR CUSTOMER PARTICIPATION**

### **3.1 General Shared Services Governance**

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) ("Shared Services Governance").

### **3.2 DIR Customer and SCP Interaction and Issue Escalation**

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of "day-to-day" operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and "sign-off." All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

### **3.3 DIR Customer Specific Laws**

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws ("DIR Customer-Specific Laws"), other than SCP Laws, that pertain to any part of DIR Customer's business that is supported by SCPs under the DIR Shared Services Contracts, and DIR

will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

### **3.4 DIR Customer responsibilities**

Where appropriate, DIR Customer shall support the following:

- (a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer's needs.
- (d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.
- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

### **3.5 DIR Customer Equipment and Facilities**

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

### **3.6 DIR Customer Contracts, Leases, and Software with Third Parties**

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties ("DIR Customer Third Party Contracts and Leases") and DIR Customer third party software ("DIR Customer-Licensed Third Party Software") that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

### **3.7 Security**

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer's failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or

termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

#### **SECTION IV CONTRACT AMOUNT**

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. This form may be revised and updated by DIR Customer as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

#### **SECTION V PAYMENT FOR SERVICES**

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

## SECTION VI TERM AND TERMINATION OF CONTRACT AND SERVICES

### 6.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

### 6.2 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

## SECTION VII MISCELLANEOUS PROVISIONS

### 7.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond

to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other. If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

## **7.2 Inventory Control**

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

## **7.3 Confidential Information**

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

## **7.4 Notification Information**

Contact information for purposes of notification for each Party is set forth below.

**DIR Customer's Primary Contact**

Name: Naomi Doyle  
Title: Elections Manager  
Address: 1149 Pearl St 4th Floor, Beaumont, Texas 77701  
Telephone: 409-835-8760  
Email: ndoyle@co.jefferson.tx.us

**DIR's Primary Contact**

[sharedservicescontractoffice@dir.texas.gov](mailto:sharedservicescontractoffice@dir.texas.gov)

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services invoice.

**7.5 Binding Effect**

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

**7.6 Amendments**

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

**7.7 Conflicts between Agreements**

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

**7.8 Responsibilities of the Parties**

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

### **7.9 Audit Rights of the State Auditor's Office**

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

### **7.10 General Terms**

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of

DIR Contract No. DIR-SS-ILC0078

this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

**Signatory Warranty**

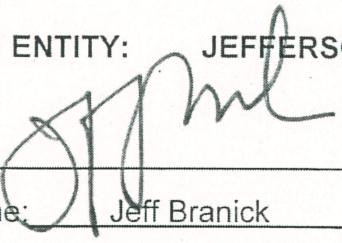
Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

**SECTION VIII  
CERTIFICATIONS**

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

**IN WITNESS WHEREOF**, the Parties have signed this ILC effective on date of last signature below.

**RECEIVING ENTITY: JEFFERSON COUNTY**

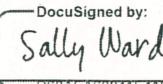
By: 

Printed Name: Jeff Branick

Title: County Judge

Date: 10.15.18

**PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES**

DocuSigned by:  
By:   
DB88AE60841E410...

Printed Name: Sally Ward

Title: Director, Program Planning and Governance

10/30/2018 | 5:13 PM CDT

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

Legal:  DS  
Mark Howard for Katherine Fite  
10/30/2018 | 11:32 AM CDT

Mark Howard for Katherine Fite

DIR Contract No. DIR-SS-ILC0078

**Attachments to ILC**

Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)

Attachment B Additional Confidential Requirements – (As necessary and described in Section 7.3, Confidential Information)

**Attachment A**  
**Estimated Spend Form**

\*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is \$XX,XXX as the spend applies to \_\_\_\_\_ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

DIR Contract No. DIR-SS-ILC0078

**Attachment B**  
**Additional Confidentiality Requirements**

None

# Department of Information Resources

## Shared Technology Services Program Brief

### Program Objectives

DIR's Shared Technology Services Program objective is to enable organizations access to managed IT as a service, allowing Customers to focus resources on supporting their mission and business functions rather than directly managing IT services.

- Increase the level of IT maturity across the state by creating a consistent IT landscape with a robust service management framework.
- Continually develop and deploy Shared Technology Services solutions based on business needs and values.
- Provide improved customer relationships and operational efficiencies, optimized delivery of services, and integrated operations.

### Program Highlights

#### **Collaborative**

This shared service environment drives collaboration between DIR, Service Component Providers (SCPs), and DIR customers while the program governance, systems, and tools provide a high level of visibility and control over service delivery. Shared Technology Services are provided through a

shared, collaborative governance model which provides a set of defined interactions, expectations, decisions, roles, and processes that guide the governance of the program, facilitate effective resolution of issues, and enables strategic decision making. Services are administered through established processes based on an Information Technology Infrastructure Library (ITIL) methodology, ensuring the use of standardized, repeatable processes and best practices.

#### **Competitive**

Shared Technology Services are competitively procured and contracted by DIR. Contracts include negotiated service level requirements, terms and conditions, price, and reporting requirements.

#### **Comprehensive Service Management**

A Multi-sourcing Services Integrator (MSI) provides a next-generation digital platform utilized by the DIR shared services SCPs and customers. This platform includes services level management, service desk support, constituent help desk support, program management, business continuity, disaster recovery testing and planning, marketplace functionality, performance analytics, and financial management. This centralized

platform includes a Shared Technology Services Customer Portal which provides a secure, single point of access to the marketplace, tools, reports, data, newsletters, contacts, governance committee meeting documentation, enterprise calendars and other useful information.

# Department of Information Resources

## Shared Technology Services Program Brief

### Program Oversight

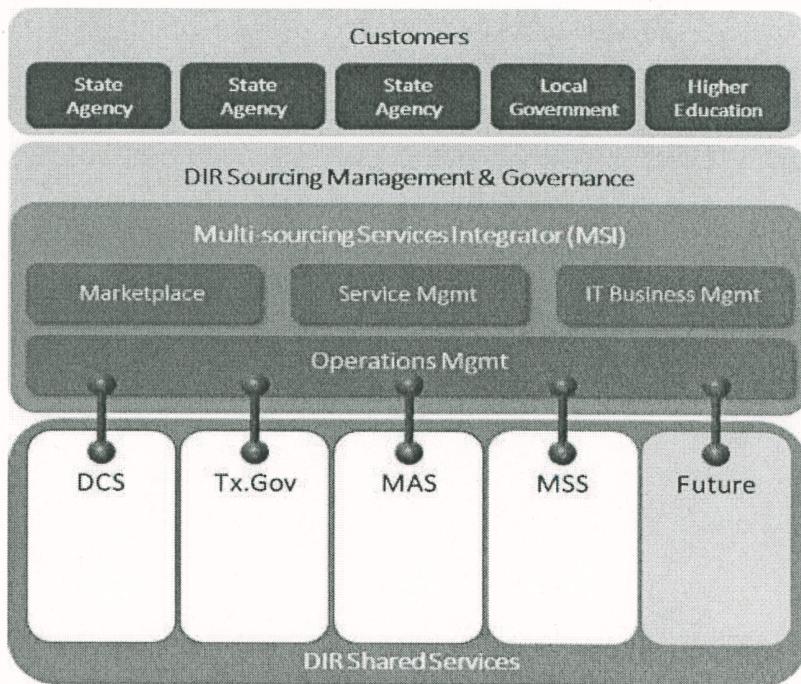
DIR customers access all Shared Technology Services through the execution of a single Interagency Contract (IAC) or Interlocal Contract (ILC) that addresses general terms for access to all Shared Services. Individual services and terms specific to those services are provided upon Customer submitting a Request for Service.

#### DIR

DIR provides contract management for and oversight of the program.

#### Multi-sourcing Services Integrator (MSI)

The MSI acts to standardize processes, administer enterprise service components of the program, and maintain the Shared Services Customer Portal.



#### Service Component Provider (SCP)

All Shared Technology Services providers, referred to as SCPs (excluding the MSI), engage with customers to identify, propose, and implement service solutions to meet customer business needs.

### Service Delivery Structure

#### Data Center Services (DCS) including Cloud Services<sup>1</sup>

Infrastructure Managed Services, Public and Private Hybrid Cloud, Mainframe, Bulk Print/Mail, Disaster Recovery as a Service, Geographic Information Systems (GIS) Services, and Office 365

#### Managed Application Services (MAS)

Application Maintenance Services, Application Development Services, and Managed Application Services Rate Card Resources

#### Managed Security Services (MSS)

Security Monitoring and Device Management (SMDM), Incident Response, and Risk and Compliance

#### Texas.gov Services

Application Development, Application Maintenance and Operations; and, Payment Services

<sup>1</sup> As stated in Texas Government Code 2054, designated DCS Customers are mandated to purchase data center services (mainframe, network, bulk print/mail, and server) through DIR's DCS Program. All other Shared Services offerings are discretionary.

The Texas Legislature has historically appropriated budget authority for Data Center Services (DCS) as a capital budget. As MAS and MSS are offered through the DCS program, DCS customers may choose to transfer budget from an operating account to their DCS capital budget. Customers should consult with their ACO or LBB analyst on the best approach for their organizations.

## MANAGED SECURITY SERVICES TERMS AND CONDITIONS

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") that has been entered into by the contracting parties. DIR Customer acknowledges and agrees that this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

DIR Customer agrees to the following conditions for receiving Managed Security Services:

### 1. Conditions for Providing Security Services

#### 1.1 Access

DIR and/or Service Component Provider (SCP) shall use the Internet for primary access to DIR Customer's systems unless otherwise noted and agreed upon. DIR Customer shall not employ special access restrictions against DIR and/or Service Component Provider that it does not apply to the rest of the public network over the course of regular business.

#### 1.2 Network Control

DIR Customer must inform DIR if DIR Customer does not control its network access and/or its Internet service is provided via a third party. DIR Customer is responsible for obtaining all necessary approvals. DIR Customer shall provide all necessary contact information for the third parties that control its network access, Internet service, and/or web applications. DIR Customer's emergency contact list shall include primary and secondary staff capable of administering DIR Customer computer systems specific to the type of services being requested or required.

#### 1.3 Disclosure of Objectionable Material

In conducting the services authorized by DIR Customer, DIR may inadvertently uncover obscene, excessively violent, harassing, or otherwise objectionable material that may violate State or Federal law, including material that may infringe the intellectual property of a third party on DIR Customer devices or networks. DIR shall notify DIR Customer's Executive Director or highest level executive of the existence of all such objectionable and/or potentially illicit material so that DIR Customer may deal with the objectionable and/or potentially illicit material as it deems appropriate.

If DIR accesses child pornography, as defined in the Child Sexual Exploitation and Pornography Act, 18 U.S.C., Chapter 110, in conducting approved Services, DIR shall report such to DIR Customer's Executive Director or highest level executive and an appropriate law enforcement agency and provide the law enforcement agency access to the visual depictions of child pornography.

If DIR accesses information that they perceive as a serious threat to human life or safety in conducting the approved Services, DIR shall report such threat to an appropriate law enforcement agency and DIR Customer's Executive Director or highest-level executive.

#### 1.4 No Warranties and Limitation of Liability

DIR makes no representation or warranty that its security services will disclose, identify, or prevent all vulnerabilities. DIR hereby disclaims all warranties, both express and implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DIR be liable for damages of any kind or nature that may arise from the services provided by DIR or DIR's Service Component Provider or Service Provider.

## 1.5 Service Interruption

DIR will endeavor not to disrupt DIR Customer's services and to adhere to best practices for all work performed. However, tools or services may affect the serviceability of poorly configured or overextended systems or services. It is possible that control of DIR Customer's system may be lost. For any testing that DIR may be conducting, DIR endeavors to use the safest methods to compromise DIR Customer's systems; however, DIR Customer should be prepared to restore a damaged system from a recent, acceptable backup within an acceptable time as determined by DIR Customer. During any testing DIR may conduct, DIR will NOT conduct any deliberate Denial-of-Service attack. DIR Customer agrees not to hold DIR liable in the event of any service interruption(s) that may arise as a result of performance of any Services. If either party becomes aware of a service interruption, that party will notify the other party's emergency contact.

## 1.6 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant DIR Shared Services Contract, SMM, or other DIR Customer approved terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

## 2. DIR and DIR Customer Responsibilities

### 2.1 DIR Customer agrees as follows to the extent assessment Services are requested or required:

- a) DIR Customer responses to information requests and artifacts gathering pertinent to this security and risk assessment will be timely;
- b) The artifacts data are reasonably available via interviews and documents review;
- c) DIR Customer will make available the necessary Subject Matter Expert (SME) with required expertise to work with the SCP Assessment Team and will remain available thru the duration of the assessment;
- d) DIR Customer SME will be available when required for interaction with the SCP Assessment Team and that all the interviews will be conducted over the number of consecutive days as established during the project planning and scheduling phase;
- e) DIR Customer is responsible for the coordination and scheduling of resources and providing meeting facilities as necessary;
- f) Deliverables will be complete when DIR Customer has approved in writing that the deliverable meets the acceptance criteria;
- g) All document deliverables must be in formats (hard copy and/or electronic) as specified by DIR Customer. At a minimum, the formats must be in industry-accepted standards (e.g., MS Word, MS PowerPoint MS Project);
- h) DIR Customer will assist with meeting coordination for meetings between DIR Customer Key Personnel and DIR and the Service Provider and other staff to gather requirements and other activities;
- i) DIR may receive final copies of reports if DIR is paying for the assessment.

## 2.2 Penetration Testing

### 2.2.1 DIR Customer agrees as follows to the extent penetration testing ("PT") is requested or required:

- a) SCP may conduct a passive scan to determine the number of live IPs within the Customer designated IP range.
- b) DIR Customer shall not intentionally place an unsecured system or device in the test scope.
- c) If DIR Customer detects SCP testing activities, DIR Customer technical staff shall follow standard operating procedures and policies.

## 2.3 DIR Customer Compliance

DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM(s) and as provided by DIR.

RESOLUTION & ORDER

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, the City of Taylor Landing (Hereinafter called "Council") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Council as the governing body of the City of Taylor Landing is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Council authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the City of Taylor Landing THAT:

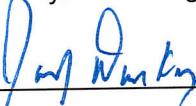
SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

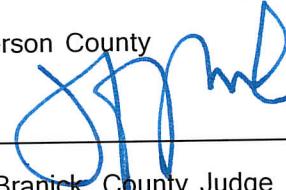
PASSED, APPROVED, ADOPTED and SIGNED this 26<sup>th</sup> day of July, 2018.

City of Taylor Landing



John J. Durkay, Mayor

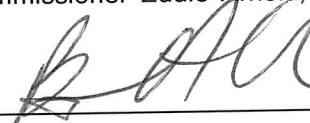
Jefferson County



Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1



Commissioner Brent A. Weaver, Precinct No. 2



Commissioner Michael S. Sinegal, Precinct No. 3



Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18

, 2018



THE STATE OF TEXAS

COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the City of Taylor Landing herein called "City", entered into a Contract for Collection and Assessment Services on the 28<sup>th</sup> day of March, 2016, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

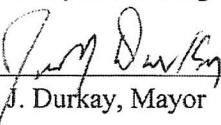
Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 26<sup>th</sup> day of July, 2018, by the City of Taylor Landing and by the Commissioners' Court for the County.

City of Taylor Landing

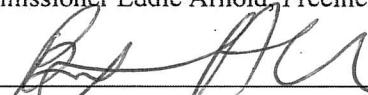
  
John J. Durkay, Mayor

Jefferson County

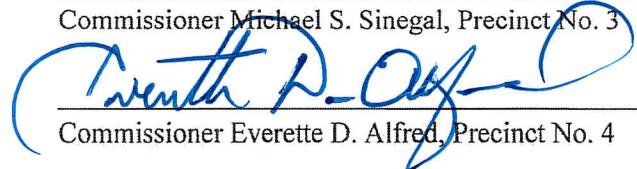
  
Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

  
Commissioner Brent A. Weaver, Precinct No. 2

  
Commissioner Michael S. Sinegal, Precinct No. 3

  
Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18, 2018



RESOLUTION & ORDER

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, the Northwest Forest Municipal Utility District (Hereinafter called "Board") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Board as the governing body of the Northwest Forrest Municipal Utilities Department is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Board authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Northwest Forrest Municipal Utilities District THAT:

SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

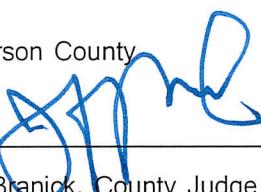
PASSED, APPROVED, ADOPTED and SIGNED this 14<sup>th</sup> day of September, 2018.

Northwest Forest Municipal Utility District



Mark McKee, President

Jefferson County



Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1



Commissioner Brent A. Weaver, Precinct No. 2



Commissioner Michael S. Sinegal, Precinct No. 3



Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18, 2018



THE STATE OF TEXAS

COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the Northwest Forest Municipal Utility District hereinafter called "District", entered into a Contract for Collection and Assessment Services on the 26<sup>th</sup> day of August 1982, and the parties desire to amend that agreement; now therefore Section 6 of the contract is hereby amended as follows:

SECTION 8.0 DELINQUENT TAX SUITS

8.0 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

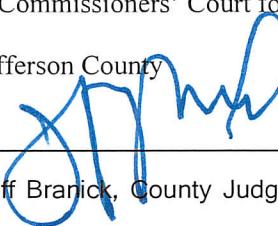
This agreement is executed at Beaumont, Texas on the 14<sup>th</sup> day of September, 2018, by the Northwest Forest Municipal Utility District and by the Commissioners' Court for the County.

Northwest Forest Municipal Utility District



Mark McKee, President

Jefferson County



Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1



Commissioner Brent A. Weaver, Precinct No. 2



Commissioner Michael S. Sinegal, Precinct No. 3



Commissioner Everette D. Alfred, Precinct No. 4



Commissioners' Court

Date Approved:

11/5/18, 2018

RESOLUTION & ORDER

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, the Drainage District #3 (Hereinafter called "Board") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur *under* a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Board as the governing body of Drainage District #3 is empowered to authorize the *early* collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Board authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY Drainage District #3 THAT:

SECTION I: The Order, *approving* the amendment of the contract with a private law firm entered on May 19, 2014 to authorize *the* collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution *shall* become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 21<sup>st</sup> day of March, 2018.

Drainage District #3

Leroy McCall Jr.

Leroy McCall Jr., Chairman

Joel E. Livingston

Joel E. Livingston, Commissioner

F.R.R.

Frank R. Rose, Secretary

Jefferson County

Jeff Branick

Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver

Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal

Commissioner Michael S. Sinegal, Precinct No. 3

Everette D. Alfred

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18

, 2018



THE STATE OF TEXAS

COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the Drainage District #3 hereinafter called "District", entered into a Contract for Collection and Assessment Services on the 17<sup>th</sup> day of December, 1979, and the parties desire to amend that agreement; now therefore Section 6 of the contract is hereby amended as follows:

SECTION 6.1 DELINQUENT TAX SUITS

6.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract ~~agrees~~ that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 21<sup>st</sup> day of March, 2018, by the Drainage District #3 and by the Commissioners' Court for the County.

Drainage District #3

Leroy McCall Jr.  
Leroy McCall Jr., Chairman

Joel E. Livingston  
Joel E. Livingston, Commissioner

F.R.R.  
Frank R. Rose, Secretary

Jefferson County

Jeff Branick  
Jeff Branick, County Judge

ABSENT  
Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver  
Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal  
Commissioner Michael S. Sinegal, Precinct No. 3

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

Commissioners' Court

Date Approved:

11/5/18, 2018



RESOLUTION & ORDER

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, the City of Bevil Oaks Public Works (Hereinafter called "Board") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Board as the governing body of the City of Bevil Oaks Public Works is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Board authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the City of Bevil Oaks Public Works THAT:

SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 8<sup>th</sup> day of March, 2018.

City of Bevil Oaks Public Works

Rebecca M. Ford, Mayor

Jefferson County

Jeff Branick

Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

R. S. Arnold

Commissioner Brent A. Weaver, Precinct No. 2

Brent A. Weaver

Commissioner Michael S. Sinegal, Precinct No. 3

Michael S. Sinegal

Commissioner Everette D. Alfred, Precinct No. 4

Board of Directors

Commissioners' Court

Date Approved:

11/5/18, 2018



THE STATE OF TEXAS  
COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the City of Bevil Oaks herein called "City", entered into a Contract for Collection and Assessment Services on the 4<sup>th</sup> day of October, 1982, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 8<sup>th</sup> day of March, 2018, by the City of Bevil Oaks and by the Commissioners' Court for the County.

City of Bevil Oaks Public Works

Rebecca M. Ford, Mayor

Jefferson County

Jeff Branick  
Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver  
Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal  
Commissioner Michael S. Sinegal, Precinct No. 3

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

Board of Directors

Commissioners' Court

Date Approved:

11/5/18, 2018



THE STATE OF TEXAS

COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the Sabine Pass Port Authority hereinafter called "District", entered into a Contract for Collection and Assessment Services on the 12<sup>th</sup> day of August, 1985, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

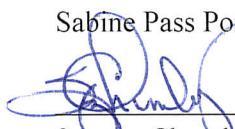
Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 25<sup>th</sup> day of April, 2018, by the Sabine Pass Port Authority and by the Commissioners' Court for the County.

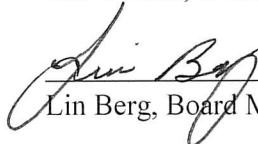
Sabine Pass Port Authority



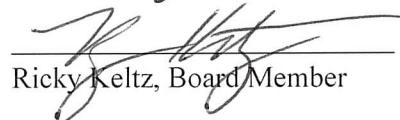
Suzette Chumley, President

Robert Sexton

Bob Sexton, Board Member



Lin Berg, Board Member



Ricky Keltz, Board Member

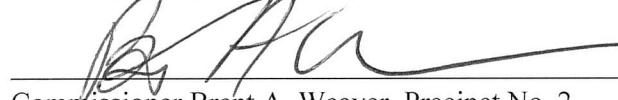
Jefferson County



Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1



Commissioner Brent A. Weaver, Precinct No. 2



Commissioner Michael S. Sinegal, Precinct No. 3



Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18, 2018



THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, the Sabine Pass Port Authority (Hereinafter called "Board") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Board as the governing body of the Sabine Pass Port Authority is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Board authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Sabine Pass Port Authority THAT:

SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

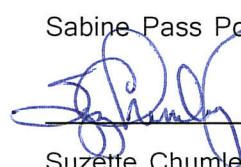
SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 25<sup>th</sup> day of April 2018

158

2018.

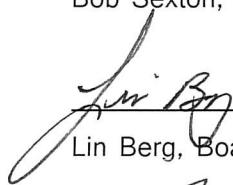
Sabine Pass Port Authority



Suzette Chumley, President



Bob Sexton, Board Member



Lin Berg, Board Member



Ricky Keltz, Board Member

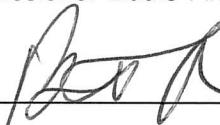
Jefferson County



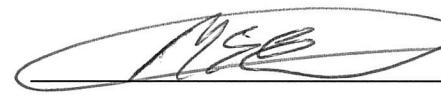
Jeff Branick, County Judge

ABSENT

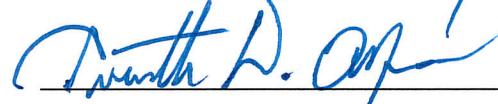
Commissioner Eddie Arnold, Precinct No. 1



Commissioner Brent A. Weaver, Precinct No. 2



Commissioner Michael S. Sinegal, Precinct No. 3



Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18

, 2018

RESOLUTION & ORDER

THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

**WHEREAS**, the Hamshire-Fannett Independent School District (Hereinafter called "Board") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

**WHEREAS**, under said Section 33.11, the Board as the governing body of the Hamshire-Fannett Independent School District is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

**WHEREAS**, the Board authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** BY the Hamshire,Fannett Independent School District THAT:

**SECTION I:** The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

**SECTION II:** An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

**SECTION III:** This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 23<sup>rd</sup> day of April, 2018.

Hamshire-Fannett Independent School District

Dwaine Augustine

Dr. Dwaine Augustine, Superintendent

Bob Threwman

Bob Threwman, President

Bobby Mott

Bobby Mott, Vice President

Chad McLeod

Chad McLeod, Secretary

Chad Blanchard

Chad Blanchard, Member

Glenn Kiker

Glenn Kiker, Asst. Secretary

David Gilmore

David Gilmore, Member

Jeff Burdick

Jeff Burdick, Member

Jefferson County

Jeff Branick

Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver

Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal

Commissioner Michael S. Sinegal, Precinct No. 3

Everette D. Alfred

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18

, 2018



THE STATE OF TEXAS  
COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the Hamshire-Fannett Independent School District hereinafter called "District", entered into a Contract for Collection and Assessment Services on the 2<sup>nd</sup> day of July, 1990, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

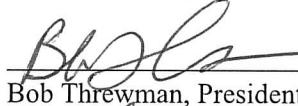
The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 25<sup>th</sup> day of April, 2018, by the Hamshire-Fannett Independent School District and by the Commissioners' Court for the County.

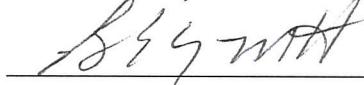
Hamshire-Fannett Independent  
School District



Dr. Dwaine Augustine, Superintendent



Bob Threeman, President



Bobby Mott, Vice President



Chad McLeod, Secretary



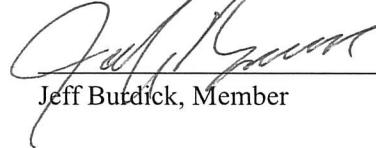
Glenn Kiker, Asst. Secretary



Chad Blanchard, Member

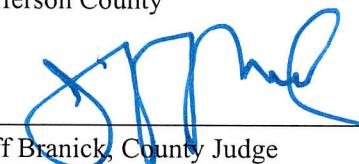


David Gilmore, Member



Jeff Butdick, Member

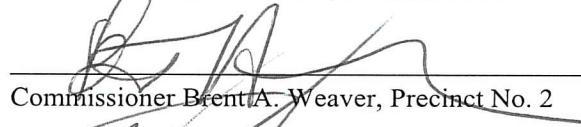
Jefferson County



Jeff Branick, County Judge

ABSENT

Commissioner Eddie Alfred, Precinct No. 1



Commissioner Brent A. Weaver, Precinct No. 2



Commissioner Michael S. Sinegal, Precinct No. 3



Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court



Date Approved:

11/5/18

, 2018

RESOLUTION & ORDER

THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

WHEREAS, the City of Beaumont (Hereinafter called "Council") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Council as the governing body of the City of Beaumont is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Council authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the City of Beaumont THAT:

SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 8<sup>th</sup> day of May,  
2018.

City of Beaumont

Becky Ames

Mayor Becky Ames

Jefferson County

Jeff Branick

Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver

Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal

Commissioner Michael S. Sinegal, Precinct No. 3

Everette D. Alfred

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18

, 2018



THE STATE OF TEXAS

COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the City of Beaumont hereinafter called "City", entered into a Contract for Collection and Assessment Services on the 4<sup>th</sup> day of October, 1982, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.3 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

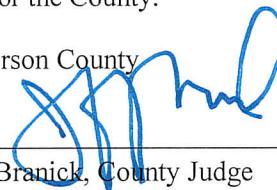
This agreement is executed at Beaumont, Texas on the 8<sup>th</sup> day of May, 2018, by the City of Beaumont and by the Commissioners' Court for the County.

City of Beaumont



Mayor Becky Ames

Jefferson County



Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1



Commissioner Eddie Arnold, Precinct No. 1

Commissioner Michael S. Sinegal, Precinct No. 3



Commissioner Michael S. Sinegal, Precinct No. 3

Everette D. Alfred

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18, 2018



RESOLUTION & ORDER**ORIGINAL**

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, the City of Port Neches (Hereinafter called "Council") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Council as the governing body of the City of Port Neches is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Council authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the City of Port Neches THAT:

SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 5<sup>th</sup> day of April, 2018.

City of Port Neches

Glenn Johnson

Glenn Johnson, Mayor

Chris McMahon

Chris McMahon, Place 1

Adam Anders

Adam Anders, Place 2

John Davenport

John Davenport, Place 3

Robert Arnold

Robert Arnold, Place 4

Julie Gauthier

Julie Gauthier, Place 5

Jefferson County

Jeff Branick

Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver

Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal

Commissioner Michael S. Sinegal, Precinct No. 3

Everette D. Alfred

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18

, 2018





ORIGINAL

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the City of Port Neches herein called "City", entered into a Contract for Collection and Assessment Services on the 2<sup>nd</sup> day of September, 2003, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

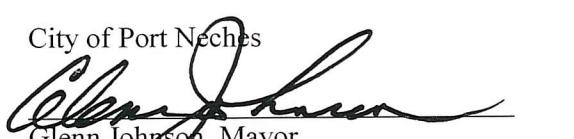
Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 5<sup>th</sup> day of April, 2018, by the City of Port Neches and by the Commissioners' Court for the County.

City of Port Neches

  
Glenn Johnson, Mayor

Chris McMahon, Place 1

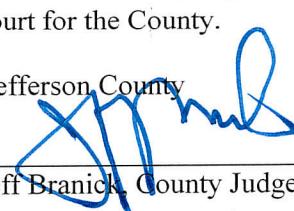
Adam Anders, Place 2

John Davenport, Place 3

Robert Arnold, Place 4

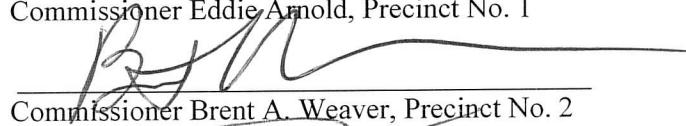
Julie Gauthier, Place 5

Jefferson County

  
Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

  
Commissioner Brent A. Weaver, Precinct No. 2

  
Commissioner Michael S. Sinegal, Precinct No. 3

  
Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18, 2018



# RESOLUTION NO. 2018-05

THE STATE OF TEXAS

§

171

COUNTY OF JEFFERSON

§

**WHEREAS**, the CITY OF NEDERLAND (Hereinafter called "COUNCIL") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

**WHEREAS**, under said Section 33.11, the Council as the governing body of the City of Nederland is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

**WHEREAS**, the Council authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City of Nederland THAT:

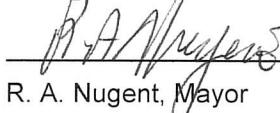
SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 12<sup>th</sup> day of March, 2018.

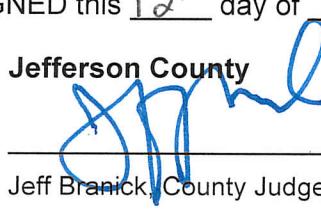
City of Nederland



R. A. Nugent, Mayor

Jefferson County

Jeff Branick, County Judge

  
ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Commissioner Brent A. Weaver, Precinct No. 2

Commissioner Michael S. Sinegal, Precinct No. 3

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

  
11/5/18

, 2018



THE STATE OF TEXAS  
COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the City of Nederland herein called "City", entered into a Contract for Collection and Assessment Services on the 24<sup>th</sup> day of May, 1993, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

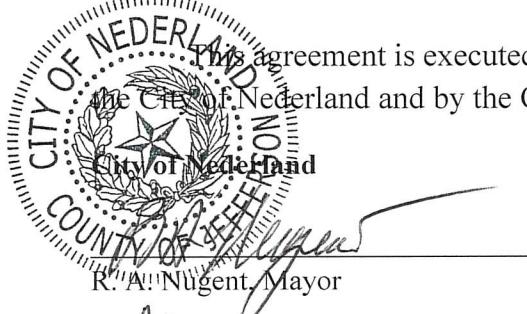
At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.



R. A. Nugent, Mayor

Attest: Gay Ferguson, City Clerk

*Gay Ferguson*

Jefferson County

*Jeff Branick*

Jeff Branick, County Judge

*ABSENT*

Commissioner Eddie Arnold, Precinct No. 1

*Brent A. Weaver*

Commissioner Brent A. Weaver, Precinct No. 2

*Michael S. Sinegal*

Commissioner Michael S. Sinegal, Precinct No. 3

*Everette D. Alfred*

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

*11/5/18*

, 2018



RESOLUTION & ORDER

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, the Port Neches-Groves Independent School District (Hereinafter called "Board") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Board as the governing body of the Port Neches-Groves Independent School District is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Board authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Port Neches-Groves Independent School District THAT:

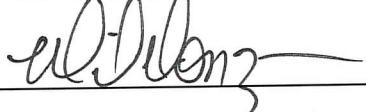
SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

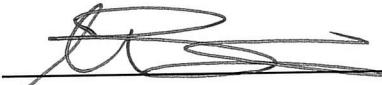
SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 14<sup>th</sup> day of May, 2018.

Port Neches, Groves Independent School District Jefferson County



Dr. Mike Gonzales, Superintendent



Scott Bartlett, President



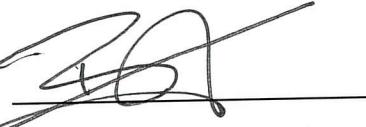
Eric Sullivan, Vice President



Mark Holmes, Secretary



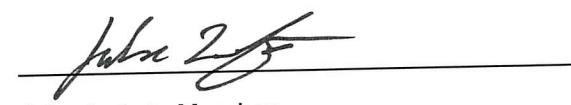
Lana Parker, Member



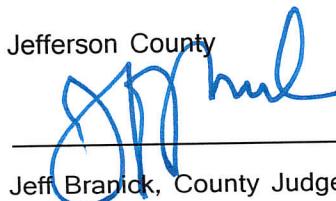
Brandon Cropper, Member



Rusty Brittain, Member



Jake Lefort, Member



Jeff Branick, County Judge



Commissioner Eddie Arnold, Precinct No. 1



Commissioner Brent A. Weaver, Precinct No. 2



Commissioner Michael S. Sinegal, Precinct No. 3



Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved: 11/5/18, 2018



THE STATE OF TEXAS

COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the Port Neches Independent School District hereinafter called "District", entered into a Contract for Collection and Assessment Services on the 4<sup>th</sup> day of October, 1982, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 14<sup>th</sup> day of May, 2018, by the Port Neches Independent School District and by the Commissioners' Court for the County.

Port Neches, Groves Independent School District

Mike Gonzales  
Dr. Mike Gonzales, Superintendent

Scott Bartlett  
Scott Bartlett, President

Eric Sullivan  
Eric Sullivan, Vice President

Mark Holmes  
Mark Holmes, Secretary

Lana Parker  
Lana Parker, Member

Brandon Cropper  
Brandon Cropper, Member

Rusty Brittain  
Rusty Brittain, Member

Jake Lefort  
Jake Lefort, Member

Jefferson County

Jeff Branick  
Jeff Branick, County Judge

ABSENT

Brent A. Weaver  
Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver  
Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegál  
Commissioner Michael S. Sinegál, Precinct No. 3

Everette D. Alfred  
Commissioner Everette D. Alfred, Precinct No.

Commissioners' Court

Date Approved: 11/5/18, 2018



# ORIGINAL CONTRACT FOR

**RES/ORD** 18-213

**COUNCIL MEETING**

**DATE:** May 22, 2018

RESOLUTION & ORDER

THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

WHEREAS, the City of Port Arthur (Hereinafter called "Council") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Council as the governing body of the City of Port Arthur is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Council authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the City of Port Arthur THAT:

SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 22<sup>nd</sup> day of May, 2018.

City of Port Arthur

Derrick Freeman  
Derrick Freeman, Mayor

Jefferson County

Jeff Branick  
Jeff Branick, County Judge

Raymond Scott Jr.  
Raymond Scott, Jr., District 1

Cal J. Jones  
Cal J. Jones, District 2

Thomas J. Kinlaw III  
Thomas J. Kinlaw III, District 3

Harold S. Doucet Sr.  
Harold Doucet, Sr., District 4

Charlotte Moses  
Charlotte Moses, Position 7

Kaprilia Richardson Frank  
Kaprilia Richardson Frank, Position 8

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver  
Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal  
Commissioner Michael S. Sinegal, Precinct No. 3

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

Commissioners' Court

Date Approved:

11/5/18, 2018



THE STATE OF TEXAS

COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the City of Port Arthur herein called "City", entered into a Contract for Collection and Assessment Services on the 9<sup>th</sup> day of October, 1989, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 22<sup>nd</sup> day of May, 2018, by the City of Port Arthur and by the Commissioners' Court for the County.

City of Port Arthur

Derrick Freeman, Mayor

Raymond Scott, Jr., District 1

Cal J. Jones, District 2

Thomas J. Kinlaw III

Harold Doucet, Sr., District 4

Charlotte Moses, Position 7

Kaprina Richardson Frank, Position 8

Jefferson County

Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Commissioner Brent A. Weaver, Precinct No. 2

Commissioner Michael S. Sinegal, Precinct No. 3

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18, 2018



THE STATE OF TEXAS §  
 COUNTY OF JEFFERSON §

AMENDMENT TO  
 CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the City of Groves herein called "City", entered into a Contract for Collection and Assessment Services on the 9<sup>th</sup> day of August, 1993, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that it is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 19<sup>th</sup> day of March, 2018, by the City of Groves and by the Commissioners' Court for the County.

City of Groves

Brad P. Bailey, Mayor

Cross Coburn, Councilmember

Karen D. Theis, Councilmember

Sidney P. Badon, Jr., Councilmember

Kyle Holler, Councilmember

Jefferson County

Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Commissioner Brent A. Weaver, Precinct No. 2

Commissioner Michael S. Sinegal, Precinct No. 3

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18, 2018



RESOLUTION NO. 2018-03

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, the City of Groves (Hereinafter called "Council") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Council as the governing body of the City of Groves is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Council authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the City of Groves THAT:

SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 19<sup>th</sup> day of March, 2018.

City of Groves

Brad P. Bailey  
Brad P. Bailey, Mayor

Cross Coburn  
Cross Coburn, Councilmember

Karen D. Theis  
Karen D. Theis, Councilmember

Sidney P. Badon, Jr.  
Sidney P. Badon, Jr., Councilmember

Kyle Hollier  
Kyle Hollier, Councilmember

Jefferson County

Jeff Branick  
Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver  
Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal  
Commissioner Michael S. Sinegal, Precinct No. 3

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

Commissioners' Court

Date Approved:

11/5/18, 2018



THE STATE OF TEXAS  
COUNTY OF JEFFERSON

**AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES**

Whereas **Jefferson County, Texas**, hereinafter called "Jefferson County" and the **Drainage District No. 6**, hereinafter called "District", entered into a Contract for Collection and Assessment Services, hereinafter called "Contract" on the 17<sup>th</sup> day of December, 1979, and the parties desire to amend that agreement.

Now, therefore, Section 6 of the contract is hereby amended as follows:

## SECTION 6.1 DELINQUENT TAX SUITS

6.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

## RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment taken for the collection of delinquent taxes, is authorized to conduct a Sheriff Sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's Sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 6<sup>th</sup> day of March, 2018, by the Drainage District No. 6 and by the Commissioners' Court for the County.

**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**

R. P. LeBlanc Jr.  
Richard P. LeBlanc, Jr., General Manager

Joshua W. Allen  
Joshua W. Allen, Sr., President-Board of Directors

Miriam K. Johnson  
Miriam K. Johnson, Vice President-Board of Directors

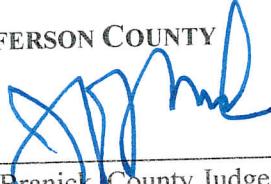
Charles "Chuek" Guillory  
Charles "Chuek" Guillory, Secretary-Board of Directors

Bart L. Owens  
Bart L. Owens, Director

Bernie Daleo  
Bernie Daleo, Director

Date Approved: 3-6-2018

**JEFFERSON COUNTY**

  
Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold -Precinct No. 1

  
Commissioner Brent A. Weaver-Precinct No. 2

  
Commissioner Michael S. Sinegal-Precinct No. 3

  
Commissioner Everette D. Alfred-Precinct No. 4

Date Approved: 11/5/18



THE STATE OF TEXAS

THE COUNTY OF JEFFERSON

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

2018 — 19

Agenda Item 4

**RESOLUTION**

**BE IT REMEMBERED** that, at a meeting of the Board of Directors of Jefferson County Drainage District No. 6, of Jefferson County, Texas, at which a quorum was present, held after proper notice according to law on the **6th** day of **March, 2018**, on a motion made by **Miriam K. Johnson** and seconded by **Bernie Daleo**

the following Resolution was duly adopted by vote of Board Members present and voting as follows:

	<b>Aye</b>
Director Joshua W. Allen, Sr.	<b>Aye</b>
Director Charles "Chuck" Guillory	<b>Aye</b>
Director Miriam K. Johnson	<b>Aye</b>
Director Bart L. Owens	<b>Aye</b>
Director Bernie Daleo	<b>Aye</b>

**WHEREAS**, Drainage District No. 6 (hereinafter called "DISTRICT") has an inter-local **CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES** (hereinafter called "CONTRACT") with JEFFERSON COUNTY, TEXAS (hereinafter called "JEFFERSON COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between JEFFERSON COUNTY and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

**WHEREAS**, under said Section 33.11, the Board as the governing body of the DISTRICT is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

**WHEREAS**, the DISTRICT authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60th day thereafter.

**WHEREAS**, on May 19, 2014, the following was made part of the Contract:

**SECTION I:** The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

**SECTION II:** An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60th day thereafter.

**SECTION III:** The Resolution shall become effective upon final passage.

**NOW THEREFORE, BE IT RESOLVED and ORDERED** by Jefferson County Drainage District No. 6 that Section 6 of the **CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES** be amended as follows:

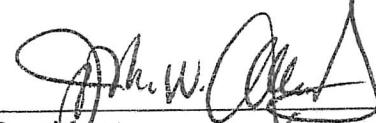
**“SECTION 6.1:** Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.”

**ADOPTED** this 6th day of March, 2018.

  
President

ATTEST:

  
Secretary/Acting Secretary

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, the Port Arthur Independent School District (Hereinafter called "Board") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Board as the governing body of the Port Arthur Independent School District is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Board authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Port Arthur Independent School District THAT:

SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 22 day of March,  
2018.

Port Arthur Independent School District

Dr. Mark Porterie

Dr. Mark Porterie, Superintendent

Donald R. Frank

Donald R. Frank, Sr., President

Debra Ambrose

Debra Ambrose, Vice President

Dianne Brown

Diane Brown, Secretary

Brandon S. Bartie

Brandon S. Bartie, Trustee

Joseph L. Guillory II

Joseph L. Guillory II, Trustee

Kenneth W. Lofton

Kenneth W. Lofton, Sr., Trustee

Robert A. Reid

Robert A. Reid, Trustee

Jefferson County

Jeff Branick

Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver

Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal

Commissioner Michael S. Sinegal, Precinct No. 3

Everette D. Alfred

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18

, 2018



THE STATE OF TEXAS

COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the Port Arthur Independent School District hereinafter called "District", entered into a Contract for Collection and Assessment Services on the 4<sup>th</sup> day of October, 1982, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.5 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 22 day of March, 2018, by the Port Arthur Independent School District and by the Commissioners' Court for the County.

Port Arthur Independent School District

Dr. Mark Porterie

Dr. Mark Porterie, Superintendent

Donald R. Frank

Donald R. Frank, Sr., President

Debra Ambroise

Debra Ambroise, Vice President

Diane Brown

Diane Brown, Secretary

Brandon S. Bartie

Brandon S. Bartie, Trustee

Joseph L. Guillory II

Joseph L. Guillory II, Trustee

Kenneth W. Lofton

Kenneth W. Lofton, Sr., Trustee

Robert A. Reid

Robert A. Reid, Trustee

Jefferson County

Jeff Branick

Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver

Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal

Commissioner Michael S. Sinegal, Precinct No. 3

Everette D. Alfred

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court



Date Approved:

11/5/18

, 2018

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

**WHEREAS**, Jefferson County Drainage District No. 7 (hereinafter called "Board") has an Inter-local Agreement with Jefferson County, Texas (hereinafter called "the County") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by Texas Tax Code § 33.11, that they incur under a contract for the collection of delinquent property taxes between the County and a private law firm entered into pursuant to Texas Tax Code § 6.30; and

**WHEREAS**, under said Section 33.11, the Board as the governing body of Jefferson County Drainage District No. 7 is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Texas Tax Code; and

**WHEREAS**, the Board authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7 THAT:**

**SECTION I:** The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Texas Tax Code and is hereby confirmed.

**SECTION II:** An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

**SECTION III:** This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 3rd day of April, 2018.

Jefferson County Drainage District No. 7

Richard Beaumont  
Richard Beaumont, Chairman

Lester Champagne  
Lester Champagne, Vice Chairman

Billy Joe Butler  
Billy Joe Butler, Secretary

James Gamble  
James Gamble, Sr., Commissioner

Albert Moses, Jr., Commissioner

Jefferson County

Jeff Branick  
Jeff Branick, County Judge

ABSENT  
Commissioner Eddie Arnold, Precinct No. 1

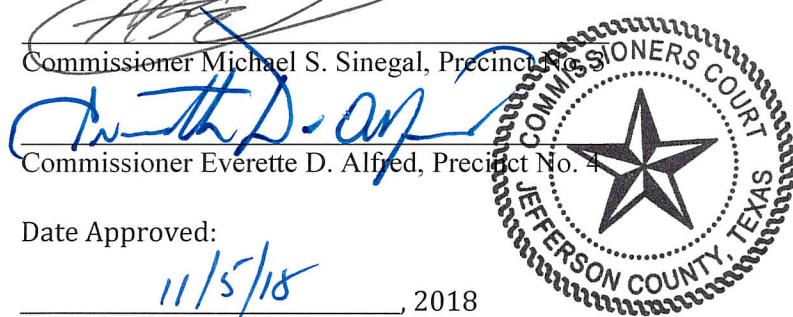
Brent A. Weaver  
Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal  
Commissioner Michael S. Sinegal, Precinct No. 3

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

Date Approved:

11/5/18, 2018



THE STATE OF TEXAS  
COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County", and Jefferson County Drainage District No. 7, hereinafter called "District", entered into a Contract for Collection and Assessment Services on the 17<sup>th</sup> day of December, 1979, and the parties desire to amend that agreement; now therefore Section 6 of the contract is hereby amended as follows:

SECTION 6.1 DELINQUENT TAX SUITS

6.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 3rd day of April, 2018, by Jefferson County Drainage District No. 7 and by the Commissioners' Court for the County.

Jefferson County Drainage District No. 7

Richard Beaumont  
Richard Beaumont, Chairman

Jefferson County

Jeff Branick

Jeff Branick, County Judge

Lester Champagne  
Lester Champagne, Vice Chairman

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Billy Joe Butler  
Billy Joe Butler, Secretary

Brent A. Weaver  
Commissioner Brent A. Weaver, Precinct No. 2

James Gamble  
James Gamble, Sr. Commissioner

Michael S. Sinegal  
Commissioner Michael S. Sinegal, Precinct No. 3

Albert Moses  
Albert Moses, Jr., Commissioner

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

Date Approved:

11/5/18, 2018



THE STATE OF TEXAS

COUNTY OF JEFFERSON

AMENDMENT TO RESOLUTION BETWEEN JEFFERSON COUNTY AND THE PORT OF PORT  
ARTHUR NAVIGATION DISTRICT

Whereas Jefferson County, Texas hereinafter called "County" and the Port of Port Arthur Navigation District hereinafter called "District", entered into a Resolution for Collection and Assessment Services on the 23rd day of June, 1982, and the parties desire to amend that agreement; now therefore the Resolution is hereby amended as follows:

AMENDMENT

This amendment is being executed pursuant to Section 791.011 of the Texas Government Code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Collection as provided in the original agreement. All other terms and provisions of the original Resolution for Assessment and Collection Services shall remain in full force.

This agreement is executed at Port Arthur, Beaumont, Texas on the 19 day of September, 2018, by the Port of Port Arthur Navigation District and by the Commissioners' Court for the County.

Port of Port Arthur Navigation District

John A. Comeaux

John A. Comeaux, President

Raymond C. Johnson

Raymond C. Johnson, Vice President

Linda Turner-Spears

Linda Turner-Spears, Secretary/Treasurer

Norris Simon, Jr.

Norris Simon, Jr., Commissioner

Mark Underhill

Mark Underhill, Commissioner

Jefferson County

Jeff Branicki

Jeff Branicki, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver

Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal

Commissioner Michael S. Sinegal, Precinct No. 3

Everette D. Alfred

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18, 2018



THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

WHEREAS, the Port of Port Arthur Navigation District (Hereinafter called "Board") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Board as the governing body of the Port of Port Arthur Navigation District is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Board authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Port of Port Arthur Navigation District THAT:

SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 19 day of SEPTEMBER, 2018.

Port of Port Arthur Navigation District

John A. Comeaux

John A. Comeaux, President

Raymond C. Johnson

Raymond C. Johnson, Vice President

Linda Turner-Spears

Linda Turner-Spears, Secretary/Treasurer

Norris Simon, Jr.

Norris Simon, Jr., Commissioner

Mark Underhill

Mark Underhill, Commissioner

Jefferson County

Jeff Branick

Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver

Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal

Commissioner Michael S. Sinegal, Precinct No. 3

Everette D. Alfred

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18

, 2018



THE STATE OF TEXAS  
COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the Beaumont Independent School District hereinafter called "District", entered into a Contract for Collection and Assessment Services on the 3<sup>rd</sup> day of June, 1991, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.1 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 23<sup>rd</sup> day of May, 2018, by the Beaumont Independent School District and by the Commissioners' Court for the County.

Beaumont Independent School District

Joe Domino  
Joe Domino, President

A. B. Bernard  
A. B. Bernard, Vice President

Vernice Monroe  
Vernice Monroe, Secretary

Angela Bransford  
Angela Bransford, Manager

Mitch Templeton  
Mitch Templeton, Manager

Nathan Cross  
Nathan Cross, Trustee

Denise Wallace Spooner  
Denise Wallace Spooner, Trustee

Jefferson County

Jeff Branick  
Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver  
Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal  
Commissioner Michael S. Sinegal, Precinct No. 3

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

Commissioners' Court

Date Approved:

11/5/18, 2018



**RESOLUTION & ORDER**

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

**WHEREAS**, the Beaumont Independent School District (Hereinafter called "Board") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

**WHEREAS**, under said Section 33.11, the Board as the governing body of the Beaumont Independent School District is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

**WHEREAS**, the Board authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** BY the Beaumont Independent School District THAT:

**SECTION I:** The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

**SECTION II:** An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 23<sup>rd</sup> day of May, 2018.

Beaumont Independent School District

Joe Domino  
Joe Domino, President

A.B. Bernard  
A.B. Bernard, Vice President

Vernice Monroe  
Vernice Monroe, Secretary

Angela Bransford  
Angela Bransford, Manager

Mitch Templeton  
Mitch Templeton, Manager

Nathan Cross  
Nathan Cross, Trustee

Denise Wallace-Spooner  
Denise Wallace-Spooner, Trustee

Jefferson County

Jeff Branick  
Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver  
Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal  
Commissioner Michael S. Sinegal, Precinct No. 3

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

Commissioners' Court

Date Approved:

11/5/18, 2018



THE STATE OF TEXAS  
COUNTY OF JEFFERSON

AMENDMENT TO  
CONTRACT FOR COLLECTION AND ASSESSMENT SERVICES

Whereas Jefferson County, Texas hereinafter called "County" and the Nederland Independent School District hereinafter called "District", entered into a Contract for Collection and Assessment Services on the 2<sup>nd</sup> day of May, 1989, and the parties desire to amend that agreement; now therefore Section 8 of the contract is hereby amended as follows:

SECTION 8 DELINQUENT TAX SUITS

8.5 This contract is being executed pursuant to Section 791.011 of the Texas Government code which allows an interlocal agreement to be established between local government entities to provide a governmental function or service that each party to the contract is authorized to perform individually.

RECITALS:

The parties agree as follows:

Each party to this agreement is authorized to collect delinquent taxes.

Each party agrees that is entitled to receive proceeds from a sheriff or constable sale.

Thus, each party to this contract agrees that JEFFERSON COUNTY, a party to a judgment, taken for the collection of delinquent taxes is authorized to conduct a sheriff sale of property, a re-sale of property not sold at the initial Sheriff's Sale, or to receive bids for the sale of property not sold at either the Sheriff's sale or a re-sale. In instances where a property has been bid-in to Jefferson County in trust for the entities for whom it collects, and has been through one (1) or more re-sales, and the period after the date on which the owner's right of redemption has terminated, then, each taxing unit authorizes JEFFERSON COUNTY to act on its behalf to sell such property at a private sale to any bidder at what it considers a reasonable price. Accordingly, JEFFERSON COUNTY shall not be required to seek approval from a taxing unit's governing body to accept and transfer said property to a purchaser at a non-public sale. Payments to each taxing unit will be allocated as provided under the Texas Property Tax Code.

At JEFFERSON COUNTY'S discretion, each party further agrees that where necessary JEFFERSON COUNTY shall be permitted to sell the property at a private sale for an amount less than the lesser of

- 1) The market value specified in the judgment of foreclosure; or
- 2) The total amount of the judgment against the property.

Each party understands and agrees that a property that is sold for an amount equal to or lesser than the judgment, its market or appraised value discharges and extinguishes all liens foreclosed by the judgment.

EACH PARTY AGREES THAT ANY ENTITY THAT DOES NOT CONSENT TO A SALE FOR AN AMOUNT EQUAL TO OR LESSER THAN THE JUDGMENT AND/OR ITS MARKET OR APPRAISED VALUE WILL BE LIABLE TO JEFFERSON COUNTY FOR A PRO RATA SHARE OF THE COSTS INCURRED IN PURCHASING AND MAINTAINING PROPERTY, INCLUDING THE COSTS OF PREVENTING THE PROPERTY FROM BECOMING A PUBLIC NUISANCE, A DANGER TO THE PUBLIC OR A THREAT TO PUBLIC HEALTH.

The amended provisions supersede all prior oral and written agreements between the parties regarding Delinquent Tax Suits as provided in Section 8 of the Original agreement. All other terms and provisions of the original Contract for Assessment and Collection Services shall remain in full force.

This agreement is executed at Beaumont, Texas on the 19<sup>th</sup> day of March, 2018, by the Nederland Independent School District and by the Commissioners' Court for the County.

Nederland Independent School District

Dr. Robin Perez  
Dr. Robin Perez, Superintendent

Reed Richard  
Reed Richard, President

Kay DeCuir  
Kay DeCuir, Vice President

B. C. M. H.  
Brian Gentile, Secretary

Jerry Albanese  
Jerry Albanese, Trustee

Jesse Branick  
Jesse Branick, Trustee

Suzanne Isom  
Suzanne Isom, Trustee

Nicholas Phillips  
Nicholas Phillips, Trustee

Jefferson County

Jeff Branick  
Jeff Branick, County Judge

ABSENT  
Commissioner Eddie Arnold, Precinct No. 1

M. S. Sinegal  
Commissioner Michael S. Sinegal, Precinct No. 3

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

Commissioner Oct 2  
Commissioner Oct 2

Commissioners' Court



Date Approved:

11/5/18, 2018

THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

WHEREAS, the Nederland Independent School District (Hereinafter called "Board") has an inter-local agreement with JEFFERSON COUNTY, TEXAS (Hereinafter called "THE COUNTY") to collect its current and delinquent taxes. The parties wish to defray the costs of collection, as authorized by TEX. TAX CODE § 33.11, that they incur under a contract for the collection of delinquent property taxes between "THE COUNTY" and a private law firm entered into pursuant to TEX. TAX CODE § 6.30; and

WHEREAS, under said Section 33.11, the Board as the governing body of the Nederland Independent School District is empowered to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code.

WHEREAS, the Board authorizes an additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY the Nederland Independent School District THAT:

SECTION I: The Order, approving the amendment of the contract with a private law firm entered on May 19, 2014 to authorize the collection of delinquent taxes, is amended to authorize the early collection of business personal property taxes pursuant to Section 33.11 of the Tex. Tax Code is hereby confirmed.

SECTION II: An additional penalty on delinquent personal property taxes for tax years 2017 and subsequent years is hereby authorized and imposed, as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60<sup>th</sup> day thereafter.

SECTION III: This Resolution shall become effective upon final passage.

PASSED, APPROVED, ADOPTED and SIGNED this 19<sup>th</sup> day of March,  
2018.

Nederland Independent School District

Dr. Robin Perez

Dr. Robin Perez, Superintendent

Reed Richard

Reed Richard, President

Kay DeCuir

Kay DeCuir, Vice President

Brian Gentile

Brian Gentile, Secretary

Jerry Albanese

Jerry Albanese, Trustee

Jesse Branick

Jesse Branick, Trustee

Suzanne Isom

Suzanne Isom, Trustee

Nicholas Phillips

Nicholas Phillips, Trustee

Jefferson County

Jeff Branick

Jeff Branick, County Judge

ABSENT

Commissioner Eddie Arnold, Precinct No. 1

Brent A. Weaver

Commissioner Brent A. Weaver, Precinct No. 2

Michael S. Sinegal

Commissioner Michael S. Sinegal, Precinct No. 3

Everette D. Alfred

Commissioner Everette D. Alfred, Precinct No. 4

Commissioners' Court

Date Approved:

11/5/18

, 2018



**Special, November 05, 2018**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, November 05, 2018